VOL. XLIII., No. 37.

The Solicitors' Journal and Reporter.

LONDON, JULY 15, 1899.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

Cases Reported this Week.

CURRENT TOPICS.

MR. JUSTICE WRIGHT is expected to resume the hearing of company cases on Monday next.

THERE IS at last some prospect of a change in the Long Vacation. It is understood that the proposal that it shall commence on the 1st of August and end on the 12th of October, the offices being opened on the 1st of October in order that pleadings in actions, &c., may be delivered on and after that date, has received the support of a joint committee of the four Inns of Court and of the Council of the Bar.

THE DECISION of the Court of Appeal last week in the case of *Prescott* v. *Lee* is of some public interest. The point at issue was, whether an objector to a claim to vote who deliberately, under the impression that it was necessary, gave his business, instead of his private, address in his notice of objection, which was otherwise perfectly regular and valid, had merely committed a "mistake" which the revising barrister had power under the Registration Act to amend. The Court of Appeal, affirming the judgments of the Divisional Court (Mr. Justice WILLS dissenting) and the revising barrister, have answered this question in the affirmative. In Mr. Justice WILLS's view, a "mistake," to satisfy the statute, must be inadvertent. This interpretation of the Act, however, has been declared by the majority of the judges not to be well founded in law; and it may be added that broad considerations of public policy condemn it. In the opinion of many people the adjustment of the lists of qualified voters is a task that ought to be discharged by the State as a matter of administration, without any judicial formalities and without personal trouble or inconvenience to those who are entitled to the franchise. There are numerous and weighty objections to this contention. But the maintenance of the present system must be tested, and can only be justified, by its success in getting on the register every one who has, and keeping off it every one who has not, a right to be there. If this test is to be complied with, it is essential that the revising barristers, who are qualified lawyers, should possess ample powers to cure by way of amendment purely technical defects in claims or notices of objection which could mislead nobody. Some years ago it looked as if the courts were tending to construe the limits of this amending power too narrowly. But now the tide has happily turned.

IT DOES NOT often happen that when the judgment of a court has been made the subject of a report, the decision of a superior court reversing that judgment is not also reported. Such, however, is the case with *Duxbury* v. *Sandiford*, reported as to the decision of WRIGHT and DARLING, JJ., in 78 L. T. 280. An appeal from that decision was allowed (see W. N. (1898), p. 161, Record of business of the Court of Appeal), but no report of the case in the Court of Appeal is to be found. The result of this trap for the unwary was that the decision of the Divisional Court was cited to COZENS-HARDY, J., as an authority in the recent case of *Mardell* v. *Curtis* (*ante*, p. 587). In declining to follow it, he unwittingly followed the decision of the Court of Appeal. Each case related to an informal agreement for a lease, the effect of which was in

dispute. In the earlier case the material words were: "We hereby agree to let you keep peaceable possession of your present house and shop in Stand-lane for a term of ten years on condition that you commit no nuisance and pay us the sum of 9*s.* 3d. per week for rent thereof." This, according to the decision of WRIGHT and DARLING, JJ., created no estate, but was a mere personal agreement with an individual. In *Mardell* v. *Curtis* an agreement to let a house at a specified rent was followed by the words, "and the said premises shall not be used in such a manner as to be a nuisance or annoyance or the risk of insurance in any way increased, and I agree, if the said conditions be kept and the rent paid on the usual quarter days, that I will not raise the rent of the said premises nor terminate the said tenancy of the said C. C. or his wife." It was contended that this agreement created only a yearly tenancy, but the learned judge held that the tenant was entitled to a lease for the lives of himself and his wife. Even if the decision of the Divisional Court in *Duxbury* v. *Sandiford* had not been reversed, it may be doubted whether it was an authority upon the construction of the very different language of the document relied on in *Mardell* v. *Curtis*. The decision of COZENS-HARDY, J., in the latter case seems to be clearly supported (if authority were needed) by the judgment of the Court of Appeal in *Kusel* v. *Watson* (11 Ch. D. 129).

WE RECENTLY commented in these columns (*ante*, p. 563) on the case of *Nix and the Beeston Brewery Co.* v. *The Justices of Nottingham*, in which two judges of the Queen's Bench Division differed as to whether the justices were right in their interpretation of the words "real resident holder and occupier" in section 1 of the Beerhouse Act, 1840. The matter has now been before the Court of Appeal, and it turns out that the confusion has arisen from the very common cause of not clearly distinguishing questions of fact from questions of law. The above-mentioned statute provides that no licence to sell beer under the Act shall be granted to any person who is not "the real resident holder and occupier of the dwelling-house" in respect of which the licence is sought. The applicant in question was shewn to be a weekly tenant of the brewery company, and to sell beer on behalf of the company for fixed weekly wages, accounting to the company for all profits. Under such circumstances she was merely a servant or manager of the company, and the quarter sessions court decided that therefore in law she could not be the real resident holder and occupier. With this view of the law the Court of Appeal did not agree. The judges held that there was no reason in law why a salaried manager could not have such an interest in the business as to bring him within the words of the statute. As, therefore, the justices had refused to renew her licence because they were of opinion the applicant could not be within the words of the statute, they had acted on a mistaken view of the law, and the appellants were entitled to succeed. The court, however, intimated that it was open to the justices to find as a fact that the applicant was only the ostensible, and not the real, holder and occupier of the premises. The word "real" was clearly inserted in the Act for some good reason, probably for the very purpose of allowing the *bona fides* of the occupier of the house to be tested. It is not enough that the licensee should be the holder and occupier of the house, he must be the *real* holder and occupier. That probably means that it is not sufficient for him to be the mere servant of the owner of the house, but that he must have some *bond fide* interest in the business he carries on. Reality and unreality, however, is a question of fact, not of law, and there is little doubt that if the justices had found as a fact that the applicant was not the *bond fide* or real holder and occupier, the Court of Appeal would have been unable, and also unwilling, to meddle with their finding.

AN IMPORTANT point in the law relating to construction of wills, as to what constitutes a gift to a class, was decided by the Court of Appeal last week. In *Re Moss, Kingsbury* v. *Walter*, the facts were simple, and the question was one of pure law. The testator gave personal property to A., his niece (whom he mentioned by name), and the child or children of B., his sister, who should attain twenty-one, equally to be divided between them, as tenants in common. The named niece died in his lifetime, and five children of the sister were living when the property became divisible. The question was, whether this disposition was, or was to be treated as, a gift to a class composed of A. and the children of B., so that the surviving members of the class would take among them the share of any member dying before the testator; or whether, the deceased niece not being a member of a class, her share lapsed, and passed under a residuary gift to the representatives of the testator's widow. The court unanimously held (reversing the decision of NORTH, J.) that the share did not lapse, but was divisible among the children of B. The judges remarked that the authorities on the point were in "inextricable confusion," so that any case on either side could be matched by one hardly distinguishable from it on the other, and that there was no express decision of the House of Lords or the Court of Appeal. They, therefore, felt free to decide in accordance with their own ideas of common sense, and with what, it could not be doubted, must have been the testator's intention. The Master of the Rolls regarded the question of class or no class as one of language, and said that the real point to be decided was whether or not the gift lapsed. The declaration ultimately made was that it was, or was to be treated as, a gift to a class. The rule laid down, as formulated by ROMER, L.J., was that a gift by will to a class, properly so called, and a named individual, to share equally, was *prima facie* a gift to a class. This is simple and intelligible, and seems to be good sense. It is difficult to resist the reasoning of ROMER, L.J., both during the argument and in his judgment. If all B.'s children died before the testator, A. would necessarily take the whole, for he must take the whole or nothing, there being no way of determining what share he is in that event to take. If, on the contrary, A. alone died in the testator's lifetime, it seems both unreasonable and contrary to the obvious intention that the children of B. should take less than the whole.

THE SUBJECT of costs is always of absorbing interest both to the professional man and to his lay client. The recent report of the General Council of the Bar is a valuable addition to the mass of evidence which has been gradually accumulating for some years upon this important branch of practice; and the more welcome because it endorses and emphasises the views already expressed by eminent judges, and definitely formulated by the Incorporated Law Society in a report published by them in December, 1892. The conclusions arrived at by the Bar Council may be summarized as follows: (*a*) The scales upon which costs are taxed are not on the whole more favourable to the practitioner in the Chancery Division than they are to the practitioner in the Queen's Bench Division; (*b*) there is a considerable difference in the methods of taxation in the two divisions, and especially in the exercise of discretion with respect to the amount of the allowances; (*c*) the present scale of costs allowed is unsatisfactory. The real pith of the report is contained in this last conclusion, for the report goes on to state that the Bar Council are convinced that the only practical remedy for the present difference of administration and of method in the process of taxation is the establishment of the principle that the successful litigant should be entitled to be indemnified by the unsuccessful litigant in respect of all costs incurred in and about the litigation. And this is explained to mean that "the successful party, if he is awarded costs, should be indemnified in respect of all expenses reasonably and properly incurred, and should be left to bear only such costs as have been due to special expenditure or to over-caution, negligence, or the mistake of himself or his advisers." Now, it is noteworthy that this recommendation is almost identical with that of the Incorporated Law Society in their report published in December, 1892, which ran that "the costs allowed in litigious matters should be all those which have been reasonably incurred by the client, so that a successful litigant should be indemnified in respect of his necessary and proper costs and should have to pay only such costs, if any, as he might incur through over-caution, negligence, mistake, caprice,

or lavish expenditure." Approval of this principle, moreover, has been frequently expressed from the bench, and, as the Bar Council points out, the same opinion was strongly held by the late Lord BOWEN. There may certainly be added to this remarkable consensus of professional opinion the undoubted and often-expressed desire of the lay client to see this principle adopted, for whom the present system of taxation constitutes the greatest hardship. Surely it is not too much to hope that such unanimity may at length produce the much-desired result? Until taxation proceeds on one broad, intelligible principle, it is hopeless to expect anything like uniformity of administration and method.

A FEW DAYS ago a prisoner was convicted at the London sessions upon an indictment which charged him with having obtained a railway ticket by false pretences. This is not the first time that a person has been convicted upon a similar indictment, and the conviction is supported by a decision of five judges of the High Court in the case of *Reg.* v. *Boulton* (1 Den. C. C. 508). Nevertheless, there is a strong opinion in existence (and this opinion is supported by some of the leading text books) to the effect that the decision is wrong, and that such an indictment is bad. It has generally been accepted as good law that a person cannot be said to "obtain" a chattel by false pretences, within the meaning of the Larceny Act, unless he intends to deprive the owner wholly of his property; and that, therefore, where a person fraudulently gets possession only of a thing meaning to return it to its owner, he is not guilty of the indictable offence of obtaining goods by false pretences. This view of the law was clearly supported by the Court for Crown Cases Reserved in the case of *Reg.* v. *Kilham* (18 W. R. 957, L. R. 1 C. C. R. 261). In that case the court said that the reasons for the decision in *Reg.* v. *Boulton* do not clearly appear: and the decision is certainly an unsatisfactory one, as no counsel appeared on either side, and the judgment was given, affirming a conviction for obtaining a railway ticket by false pretences, without any argument. A person who obtains a railway ticket by false pretences clearly does not deprive the owner wholly of his property, for the ticket is returned to the company at the end of the journey. What he does obtain is a ride in the train, and a ride cannot possibly come within the words of the statute, which provide that "whosoever shall, by any false pretence, obtain from any other person any *chattel*, *money*, or *valuable security*, with intent to defraud, shall be guilty of misdemeanor." In *Reg.* v. *Boulton* the court seem to have decided the question upon the ground that the prisoner, by using the ticket to travel on the railway, entirely converted it to its own use for the only purpose for which it could be used. It is submitted, however, that this is not satisfactory. The essence of the offence is that property passes, and the property in a ticket never does pass to the railway passenger. Nothing, in fact, passes to the passenger, and he pays for a ride, not for a ticket. The ticket is merely temporarily entrusted to him to enable him to obtain the ride for which he has paid. If he obtains the ticket by fraud without paying, he clearly intends to return the ticket after he has reached his destination, and only defrauds the company of a ride. Morally, of course, no sympathy need be shewn towards a person who is convicted on an indictment for obtaining a ticket by false pretences; but it must be remembered that such a conviction renders the person liable to a sentence of penal servitude, whereas if he were charged with the offence of travelling on a railway without having paid his fare, he would merely be liable to a fine of forty shillings. This latter offence, it is submitted, is the only offence for which a person obtaining a railway ticket by a false pretence can be legally convicted; and until the law is altered such person should not be put in peril of a very much larger punishment, even though he may deserve it from a moral point of view.

THE DECISION of RIDLEY, J., last week in *Gentle* v. *Faulkner*, if it were to be accepted as correct, would constitute a serious inroad upon the present position of equitable assignees of leaseholds. In general the rights and liabilities incident to the lease existing between lessor and lessee pass only with the legal estate in the term, and the lessor is neither entitled, nor is he bound, to take notice of any equities that have been acquired in the term. This principle was recognized by ROMER, J., recently in *Friary, Holroyd, & Co.* v. *Singleton* (47 W. R. 94), and is not impeached by the reversal (on other grounds) of his judgment by the Court of Appeal (*ante*, p. 622). It is true, of course, that on the doctrine of *Walsh* v. *Lonsdale* (31 W. R. 109, 21 Ch. D. 9) an agreement for a lease is for some purposes equivalent to a lease, and to this extent the distinction between the legal and equitable interest in the lease has been abolished; but the Judicature Acts have by no means had the effect of abolishing the distinction between legal and equitable interests generally. "It has been argued," said COTTON, L.J., in *Joseph* v. *Lyons* (15 Q. B. D., p. 285), "that the difference between legal and equitable interests has been swept away by those statutes. But it was not intended by the Legislature, and it has not been said, that legal and equitable rights should be treated as identical, but that the courts should administer both legal and equitable principles." In pursuance of this continued distinction between legal and equitable interests it has been supposed hitherto that a mere agreement for the assignment of a lease did not carry with it the legal incidents of an actual assignment, and that, as between the lessor and the assignee, there was no privity until the agreement had been followed by a legal assignment. The question of the effect of the doctrine of *Walsh* v. *Lonsdale* was considered by ROMER, J., in *Friary, Holroyd, & Co.* v. *Singleton* (*supra*), and it was pointed out that the doctrine only applied as between the two parties to the agreement. It put them into the same position as though a lease had been granted, but it did not apply to an equitable assignee so as to constitute him a legal assignee. Hence it was held that an equitable assignee could not exercise an option of purchase reserved to the lessee and his assigns. In the recent case of *Gentle* v. *Faulkner* the question arose upon an alleged forfeiture for breach of a covenant against assignment. The lessee, upon making an assignment for the benefit of his creditors, had assigned all his property other than leasehold, and had made a declaration of trust in respect of the leaseholds in favour of the trustee. The old rule was clear, that to incur the penalty of forfeiture under such a covenant there must be an actual assignment, and with this rule the Judicature Acts do not seem to have interfered. RIDLEY, J., however, acted upon a different view and held that, since the trustee could have called for an assignment, there was the equivalent of an actual assignment and a forfeiture had been incurred. The decision, if accepted as sound, would introduce a good deal of confusion into the law of assignments of leases.

THE DECISIONS on the construction of covenants for payment of rates and taxes grow at a surprising rate. Another has just been given by BRUCE, J., in *Antil* v. *Godwin*, but since the covenant contained the comprehensive word "outgoings" the result was necessarily adverse to the tenant. The fair rule as between landlord and tenant is to throw upon the latter only such impositions as are of a temporary or recurring nature, and to leave the landlord to bear expenses which are incurred for the permanent improvement of the premises, and this is the rule which the courts apply when the words of the covenant allow. Thus, where the covenant was simply to pay "all rates, taxes, and assessments payable in respect of the premises during the term," it was held that the words applied "to rates and assessments of a temporary or recurring nature, and not to a sum which is a charge upon the property, giving it an increased permanent value": *Wilkinson* v. *Collyer* (32 W. R. 614, 13 Q. B. D. 1). But usually the covenant goes a good deal further than the words just quoted; it brings in, in addition to rates, taxes, and assessments, such words as "burdens," "duties," or "outgoings," and then the lessee finds himself saddled with expenses which at the time he accepted the lease he probably never intended to bear. In *Aldridge* v. *Ferne* (34 W. R. 578, 17 Q. B. D. 212) he agreed to pay "all outgoings of every description for the time being payable either by the landlord or tenant in respect of the premises." More comprehensive words than these it would be

difficult to find, and the lessee had to repay to the lessor the proportion of paving expenses which the latter had been compelled to pay to the local authority. The effect of the covenant in that case was emphasized by the phrase "payable either by the landlord or tenant," but even without these words the result, as appears from *Brett* v. *Rogers* (45 W. R. 334; 1897, 1 Q. B. 525), is the same. There the lessee covenanted to pay (*inter alia*) all "duties" imposed on or in respect of the premises, and he had to bear the cost of draining under the Public Health (London) Act, 1891. In the present case also the question related to the expense of drainage under the same Act. The lessee had covenanted to pay all rates, taxes, outgoings, and assessments during the term imposed or assessed in respect of the demised premises. Having regard to the authorities, there could be but one result, and the cost of the drainage was imposed on the lessee.

In the case of *Ex parte Crawford* application was made last week to Darling and Channell, JJ., under somewhat singular circumstances, for a rule *nisi* for a *mandamus* to justices to hear and determine an affiliation summons. Before the summons was issued, the father of the young man concerned attended at a solicitor's office, and in the absence of the solicitor, arranged with his clerk that in the event of the expected proceedings being taken the solicitor should appear for his son at the hearing, and he paid the clerk a retaining fee of half-a-guinea. Upon the issue of the summons, the applicant's father requested the solicitor to appear for his daughter; the solicitor was then informed by his clerk of the retainer on behalf of the opposite side, but as the daughter's father, an old client of his, persisted in his request, he agreed to return his retaining fee and to take up the case for the applicant. If matters had stopped there, no difficulty could well have arisen; but the solicitor was subsequently visited by the defendant's parents, and although he returned the retaining fee and distinctly stated that he was acting for the other side, he appears to have had some, not very material, conversation with the defendant's mother as to the merits of her son's defence. At the hearing, the defendant's representative brought these facts to the knowledge of the justices, and objected to the solicitor appearing for the applicant: the justices thought that the solicitor ought not to appear, and adjourned the case to enable the applicant to instruct another advocate. It does not appear that the justices had any definite power to refuse to hear the solicitor, but an adjournment of the proceedings is not, strictly speaking, a refusal to hear; the power of justices to adjourn is indisputable (see 11 & 12 Vict. c. 43, s. 16; 42 & 43 Vict. c. 49, s. 20); and although nothing had occurred which was really calculated to interfere with a fair trial, the defendant, if unsuccessful, might have thought that his case had been prejudiced. The solicitor, however, decided to stand upon his rights. He again appeared at the adjourned hearing, and upon the bench refusing to go back upon the decision of the former court, he made the application for a rule. No doubt an abuse of the power to adjourn might amount to an absolute refusal to hear. In the present case, however, the court declined to recognize that such an abuse had taken place. It was in their discretion to grant or refuse the rule, and in refusing it they appear to have considered that the justices were justified in the course they took.

THE RIGHTS OF A PURCHASER OF LAND WHERE A DEED, WITH WHICH IT IS AGREED THAT THE TITLE SHALL COMMENCE, IS NOT A GOOD ROOT OF TITLE.

One of the most common experiences of a conveyancer at the present day is to be instructed to advise on title under a contract stipulating that the title shall commence with a particular instrument less than forty years old, and to discover, on perusal of the abstract, that this instrument is wanting in some of the requisites of a good root of title. It is clear that in such circumstances, if the contract contain no indication of the nature of the instrument, the purchaser can resist specific performance of the contract at suit of the vendor, except on condition of a good forty years' title being shewn. In support of this position *Re Marsh and Earl Granville* (24 Ch. D. 11) is usually cited. That decision, however, goes considerably beyond the case where an instrument with which the title is to commence is wanting in some requisite of a good root of title. In *Re Marsh and Earl Granville* the deed, with which it was agreed that the title should commence, was not wanting in any of the elements of a good root of title, as usually defined; that is to say, it was an instrument of disposition dealing with the whole legal and equitable estate in the property sold, containing a description by which the property could be identified, and shewing nothing to cast any doubt on the title of the disposing parties. The deed was, however, a voluntary conveyance, and what the court decided was that a contract curtailing the period for which a vendor is required by law to shew title must be fair and explicit or it shall not be specifically enforced, and that, under a stipulation for commencement of title with a deed less than forty years old, the purchaser is entitled, in the absence of any indication as to its character, to assume that it was a conveyance for valuable consideration. This decision, it will be observed, has no application to a contract by which the vendor promises to shew title for the full period required by law; and it is submitted that under such a contract a deed forty years old would not be objectionable as a root of title merely on the ground that it was a voluntary conveyance. The contrary is, indeed, laid down in 1 Dart V. & P. (6th ed.) 339; but in *Re Marsh and Earl Granville* (24 Ch. D. 24) Cotton, L.J., distinctly recognized that a voluntary conveyance might be a good root of title; and it has long been admitted that where title is shewn for the period required by law there is no necessity that the title shall commence with a conveyance for valuable consideration.

This, however, is by the way. The principle involved in *Re Marsh and Earl Granville* certainly covers the minor point, that, where it has been agreed that the title shall commence with a deed of a given date and made between specified parties but not otherwise described, and that deed fails in any of the requisites of a good root of title, the vendor cannot enforce specific performance according to the letter of the contract. He must supply the defect by further evidence. But if the purchaser insist on such further evidence, the question arises whether he will be enabled to recover his deposit in the event of the vendor's refusal to comply with his requisition; as it has been established in *Re Scott and Alvarez's Contract* (1895, 2 Ch. 603) that a purchaser may be entitled to resist specific performance at the vendor's suit, and yet have no claim to recover his deposit. The answer to this question depends on the extent of the obligation imposed on the vendor at law by such an agreement as above mentioned.

Let us first consider the case of an open contract. Here it is to be observed that the main obligation laid on a vendor of land is to shew a good title thereto—that is, to prove that he has the right to convey what he contracted to sell. The rule requiring a vendor to shew forty (formerly sixty) years' title is entirely subordinate to the rule requiring him to prove a good title, and really means no more than this, that proof of forty years' title shall be accepted *primâ facie* as proof of a good title. Proof of forty years' title, however, necessarily means proof of title for the last forty years to the whole estate contracted to be sold—that is to say, on the sale of freeholds in fee, proof of forty years' seisin in fee. This shews the necessity of a good root of title, for as the forty years' title must end in shewing a seisin in fee in the vendor or in some person whom he is entitled to direct to convey, so it must begin with proof of seisin in fee forty years ago. If, therefore, the first abstracted instrument, though forty years old, fail to prove seisin in fee, or other the right to the whole estate sold, the title is deficient, and the vendor has not discharged his obligation at law.

How is this obligation modified in a case where it is stipulated that the title shall commence with a deed less than forty years old, but not otherwise described than by date and parties? It must be remembered that in such a case there are incorporated in the contract the stipulations of section 3 (3) of the Conveyancing Act, 1881, prohibiting inquiry into the earlier title. But the vendor is not thereby discharged from his main obligation of shewing a good title — that is, of proving that he has the right to convey what he has sold.

The effect of the contract is merely to substitute for the subordinate rule of law, that proof of forty years' title shall *prima facie* be proof of a good title, the stipulation that proof of title commencing with the deed specified shall *prima facie* be proof of a good title. This appears from the leading case of *Phillips* v. *Caldcleugh* (L. R. 4 Q. B. 159). In that case the plaintiff contracted to purchase of the defendants a house described as a freehold residence, subject to a condition that the title should commence with a conveyance dated the 17th of April, 1860, and that the purchaser should not investigate or take objection in respect of the prior title. By this conveyance the premises were assured to certain persons in fee subject to the covenants and conditions contained in a deed of the 2nd of March, 1850, recited therein. The purchaser required the vendors to shew that these covenants and conditions did not affect the property sold, and on the vendor's refusal to comply with this requisition he brought an action to recover his deposit. It was held that he was entitled to recover it; for he had contracted to purchase a freehold house, which must mean a freehold free from incumbrances, and the abstract delivered only shewed a title to a freehold house incumbered with certain covenants. And it was considered that the above-mentioned condition of sale did not prevent the purchaser from taking this objection, for it merely restricted the length of time for which the purchaser could require title to be shewn, and did not absolve the vendors from the obligation of showing a good title to the freehold of the property sold free from incumbrances from the time at which it had been agreed that the title should commence.

This decision, it will be observed, was given in an action at law, and does not depend on any of the equitable principles peculiar to proceedings for specific performance. It is true that in *Phillips* v. *Caldcleugh* there appears to have been a flaw in the title at the end as well as at the beginning of the time for which title had to be shewn; the property sold seems to have been subject to covenants in the vendor's hands. But it is submitted that the principle of that decision applies if an insufficient title be shewn at the time of commencement of title, although the whole estate appear to be in the vendor at the date of the contract for sale. For example, if the deed with which the title is to commence turns out to be a conveyance of the equity of redemption of the property sold, and the mortgage appears from the abstract to have been subsequently paid off, it is submitted that the vendor has not discharged his obligation of shewing a good title. For a vendor does not shew a good title to a freehold on a sale by proof that at the date of the contract he himself is seised in fee; he must prove that he and his predecessors were seised in fee as far back as the time at which proof of title is to commence. That is to say, he is bound to shew title to the whole estate contracted to be sold at the beginning as well as the end of the period for which title has to be shewn. And where it is stipulated that the title shall commence with an instrument of a particular date he is bound to prove title to the whole estate sold at that date. If, therefore, that instrument is not a good root of title the purchaser is entitled to call for further evidence to supply the defect. And it is submitted that in requiring such evidence he would not commit any breach either of the express condition or of the stipulations incorporated in the contract by the Conveyancing Act. For he would not be asking for production of evidence of title *prior* to the time stipulated for commencement of title; which the statutory condition precludes him from demanding. What he would really be requiring is proof of the title *at the date* of the specified deed to such part of the estate contracted to be sold as was not dealt with by that deed. It is submitted that a more stringent stipulation than the supposed condition would be necessary to exonerate the vendor from the obligation of producing such proof; and, further, that the vendor could not be discharged from this obligation merely because the only available evidence happened to be the production of the earlier title. If this view be correct, the vendor refusing such further evidence would not have discharged his legal obligation under the contract, and would consequently have no claim to retain the deposit.

It seems, however, that a distinction should be drawn between the instance given above and a case where the nature of the instrument with which the title is to commence is plainly described. Thus if it were agreed that the title should commence with an indenture of such a date "being a settlement on marriage of the property sold, subject to certain mortgages therein recited," there would be good ground to contend that the purchaser agreed to accept that deed as the root of title. Again, a difference is to be observed in cases like *Re Marsh and Earl Granville*, where it is agreed that the title shall commence with a specified deed, and that deed does shew title to the whole estate contracted for, but is objected to for some other reason, as because it is a voluntary conveyance. In that case the purchaser did not abide by the contract in requiring evidence of the earlier title, and it does not appear that he could have recovered his deposit. The doctrine there laid down, that a purchaser agreeing that a title shall commence with a deed less than forty years old is entitled to assume that the deed is a conveyance for valuable consideration is applicable only in proceedings for specific performance, and not in an action on the contract at law.

T. CYPRIAN WILLIAMS.

CONTRACTS WITH PROMOTERS.

THE judgment delivered by LINDLEY, M.R., in *The Lagunas Nitrate Co.* (*Limited*) v. *The Lagunas Syndicate* (*Limited*) (*ante*, p. 622) contains an important statement of the principles upon which contracts between the promoters of a company and the company itself can be supported when the board of directors of the company include persons who have acted as promoters. It is familiar law that a promoter stands in a fiduciary relation to the company which he is instrumental in creating, and he can neither contract with it nor can he make any profit out of it unless full disclosure is made of his position. But *Erlanger* v. *New Sombrero Phosphate Co.* (27 W. R. 65, 3 App. Cas. 1218) seems to go a step further and to require that, to insure the validity of a contract, not only must there be full disclosure of the promoter's position, but there must also be a board of directors who are independent of the promoter. In the case just mentioned Lord CAIRNS, C., after stating the fiduciary nature of the relation between the promoters and the company, said, in reference to a sale by the promoters to the company of their own property: "It is, in my opinion, incumbent upon the promoters to take care that in forming the company they provide it with an executive, that is to say, with a board of directors, who shall both be aware that the property which they are asked to buy is the property of the promoters, and who shall be competent and impartial judges as to whether the purchase ought or ought not to be made. I do not say that the owner of property may not promote and form a joint-stock company and then sell his property to it, but I do say that if he does he is bound to take care that he sells it to the company through the medium of a board of directors who can and do exercise an independent and intelligent judgment on the transaction, and who are not left under the belief that the property belongs, not to the promoter, but to some other person."

The judgment from which this passage is taken was delivered more than twenty years ago, and the principle which it lays down, although in theory no doubt perfectly sound, is opposed to the practice under which a very large proportion of companies are formed. The details of the sale to the company are settled by the promoters prior to its incorporation, and the company is formed for the express purpose of carrying into effect a specific contract. Whether the promoters are on the board of directors or not, it is the intention of all parties concerned that the contract, as settled, shall be entered into by the directors, and in general this is done as a matter of course. While, therefore, it is still essential that there shall be full disclosure to the directors and to the shareholders of the position of the promoters, it is not essential that the board of directors shall be independent of the promoters and shall treat the contract submitted for their adoption as though it were a perfectly new matter upon which they had to decide without reference to any prior negotiations. In other words, notwithstanding the apparently clear requirement of *Erlanger's case* that the board of directors is to be independent

of the promoters, that case is to be treated as governed by its special circumstances, and the criticisms levelled at the contract there in question were based rather on the nondisclosure of the position of the promoters than upon the lack of independence of the board of directors.

This view of the effect of *Erlanger's case* is supported by the decision of the House of Lords in *Salomon* v. *Salomon & Co.* (45 W. R. 193; 1897, A. C. 22), the case which has emphatically affirmed the ability of a company, as an entity distinct from its promoters, to enter into contracts with them, notwithstanding the identity between the promoters and the directorate, subject only to the requirement that there shall be full disclosure of the circumstances to persons subscribing for the shares in the company. The chief point under consideration in that case was the possibility of forming a "one-man company," having regard to the probable intention of the Legislature in passing the Companies Act, 1862. The Court of Appeal, relying on this probable intention, decided against the creation of such a company; the House of Lords, relying on the actual provisions of the statute, decided in its favour. But the decision also involved the validity of a contract made between the promoters of a company and the same individuals as directors, and *Erlanger's case* was held to be inapplicable when all the persons interested in the company were aware of the circumstances under which it was formed. In this respect the House of Lords adopted the judgment of VAUGHAN WILLIAMS, J. "I do not think," that learned judge had said (1895, 2 Ch., p. 329), "that where you have a private company, and all the shareholders in the company are perfectly cognizant of the conditions under which the company is formed, and the conditions of purchase by the company, you can possibly say that purchasing at an exorbitant price is a fraud upon those shareholders, or a fraud upon the company." And in affirmation of this Lord HALSBURY, C., said: "If every member of the company—every shareholder—knows exactly what is the true state of the facts, VAUGHAN WILLIAMS, J.'s, conclusion seems to me to be inevitable, that no case of fraud upon the company could here be established."

In *The Lagunas Nitrate Co.* (*Limited*) v. *The Lagunas Syndicate* (*Limited*) (*supra*) the same principle has been laid down by LINDLEY, M.R., with reference to a public company. The defendant syndicate had acquired certain nitrate grounds, and in 1894 the syndicate promoted the plaintiff company for the purpose of selling the nitrate grounds to the company. The price was fixed at £850,000. The sale was carried out and the syndicate received the purchase-money as to £550,000 in cash, and as to the balance in fully-paid shares which were sold by the syndicate at a profit of £24,000. At the formation of the company and until the end of 1895 the boards of the syndicate and of the company consisted of the same persons, but in December, 1895, new directors of the company were elected, and shortly afterwards they commenced the action for the purpose of rescinding the contract of sale to the company. Claims were also made against the syndicate and the former directors of the company for damages for misrepresentation (no fraud, however, being alleged). If, in accordance with *Erlanger's case*, it was really essential for the promoters to provide the company with an independent board of directors, the present was obviously a case in which the sale to the company could not stand, but the judgment of LINDLEY, M.R., is distinct that the mere identity of the promoters with the directors was no ground for setting the sale aside. "*Erlanger's case*," he said, "does not justify the conclusion that if a company is avowedly formed with a board of directors who are not independent, but who are stated to be the intended vendors of a property to the company, the company can set aside an agreement entered into by them for the purchase of that property simply because they are not an independent board." And he points out that in *Erlanger's case* the real defect was the nondisclosure of the position of the vendors and promoters. In the present case the position of the syndicate had been disclosed in such a manner as to give intending subscribers full information with regard to the facts of the promotion. The shareholders had, therefore, no reason to complain if, knowing the facts, they chose to invest their money. "If a person," continued the Master of the Rolls, "knows that if he becomes a member of a company he will find as directors persons who, in his opinion, ought not to be directors, he should not join the company. If he does he has no right to redress on the ground that improper persons were appointed directors." This passage, it seems to us, places the matter upon a sound and practical basis. Having regard to the mode in which companies are commonly formed, it is not usually feasible to procure an independent board of directors, nor, in the interest of the shareholders, is this necessary. All that is required is that the shareholders shall know the state of affairs, and if they do not like to embark their money on the faith of the contract which the promoters have prepared, they are quite at liberty to withhold it. Promoters are bound to give the fullest disclosure, but, having done so, they can rely upon the technical independence of the company as established by *Salomon's case*.

REVIEWS.

DAMAGES.

MAYNE'S TREATISE ON DAMAGES. SIXTH EDITION. By JOHN D. MAYNE, Barrister-at-Law, and LUMLEY SMITH, Q.C., Judge of the Westminster County Court. Stevens & Haynes.

The subject of damages necessarily covers a wide field. Most of the claims which are made at law have the recovery of damages for their object, and the ascertainment of the right to damages, and their measure, requires a survey of the various causes of action arising in contract and in tort. This laborious task was undertaken some forty years ago by Mr. Mayne, and its result has become familiar to the profession in successive editions of "Mayne on Damages." Concerning the sixth, which is now before us, it is not needful to say much by way of review. Mr. Mayne has found an able coadjutor in Judge Lumley Smith, and the book, it is stated, has been carefully revised and corrected. How far the corrections extend we are not in a position to say, but the text as it now stands appears to be based upon a consideration of all the latest authorities. In actions founded on contract the guide to the measure of damages is to be found in *Hadley* v. *Baxendale* (9 Ex. 341), and this case, with the rules which it establishes, is discussed in detail in the second chapter. In cases of personal injury it has been a question how far injury due to nervous shock can be taken into account in awarding damages, but in *Wilkinson* v. *Downton* (1897, 2 Q. B. 57) WRIGHT, J., took the satisfactory view that it was not too remote. The difficult subject of "liquidated damages or penalty" is discussed at considerable length and with much clearness. Another matter which has caused great discussion with respect to the right to damages is breach of contract for the sale of land. The courts have been slow in coming to the general rule that damages for loss of the bargain are never recoverable where the contract goes off through defect of title on the part of the vendor, but this is now established by *Bain* v. *Fothergill* (L. R. 7 H. L. 207). The measure of damages for breach of a covenant to repair is also a subject which in recent times has been much before the courts, and *Ebbetts* v. *Conquest* (1896, A. C. 490) is among the cases which are now included. Another point which we may notice as being clearly dealt with is the liability of an executor for the rent of his testator's leaseholds. The law deals fairly with him, imposing no greater liability than he chooses to incur, but it is still necessary for him to be careful how he pleads to an action for the rent so as to get the benefit of the law. The references do not appear to extend to all the current series of reports, but otherwise this edition has been very completely prepared.

LOCAL GOVERNMENT.

A PRACTICAL READY REFERENCE GUIDE TO PARISH COUNCILS AND PARISH MEETINGS. By J. HARRIS STONE, M.A., and J. G. PEASE, B.A., Barristers-at-Law. George Philip & Son.

This little book contains a summary of the law affecting parish councils and parish meetings, arranged under alphabetical headings. It is not a work of the class to which a lawyer would naturally turn for full information upon the subject. It is difficult to be at once concise and complete upon any branch of the law, and the branch with which this work deals, although parochial, is by no means simple. It would be rash, for instance, to deal with any point arising on the Burial Acts in reliance on the scanty information afforded by the three short pages which the authors give to these Acts. But such objections are inseparable from a work of this character; and it would be wholly unfair to judge of it as anything but a "ready reference guide"; so judged it has many merits; it is clear and, so far as we have been able to test it, accurate, and it is of a size which will easily admit of its reception in the parish councillor's pocket.

LOCAL GOVERNMENT. By WILLIAM BLAKE ODGERS, M.A., LL.D., Q.C. Macmillan & Co. (Limited).

This is a reprint of the substance of six lectures delivered by the author at the request of the Council of Legal Education. To the expert in local government law it is extremely interesting; and to anyone who desires to become acquainted with the past history and the present constitution of our various local authorities and their areas, we can heartily recommend it. It is not a practitioner's text-book, but a series of essays written in an easy and polished style, full of information as to the existing state of things and of suggestions for its improvement. It is unnecessary to say that Dr. Blake Odgers's book is accurate; we do say that it is so written as to convey correct ideas in a readable form, and that it is a book which ought to interest not lawyers alone, but all who, as good citizens, aspire to a knowledge of the institutions of their country.

CASES OF THE WEEK.

Court of Appeal.

NIX AND BEESTON BREWERY CO. (Appellants) *v.* JUSTICES OF THE CITY OF NOTTINGHAM (Respondents). No. 1. 5th July.

LICENSING ACTS—OFF BEER LICENCE—"REAL RESIDENT HOLDER AND OCCUPIER"—MANAGER—BEERHOUSE ACT, 1841 (3 & 4 VICT. c. 61), s. 1.

Appeal from a decision of the Divisional Court (Grantham and Lawrance, JJ.) upon a special case stated by the quarter sessions for the county of Nottingham on appeal against the refusal by the respondents to grant to the appellant, Eliza Nix, a renewal certificate to apply for and hold an excise licence to sell beer by retail to be consumed off the premises. Eliza Nix was the holder of an off beer licence in respect of the premises, the licence expiring on the 10th of October, 1898. The renewal of the certificate was objected to on the 5th of October, 1898, before the licensing justices, and refused on the ground that Nix was not the "real resident holder and occupier" of the premises within the meaning of the Beerhouse Act, 1840. Upon the hearing of the appeal at quarter sessions the facts as to the holding and occupation of Nix were proved as follows: The premises in question were a dwelling-house and shop, and Nix had been in possession of the premises since the 20th of December, 1897, during the whole of which time she had held a licence in respect thereof. Nix, upon taking possession of the premises, paid a valuation amounting to £20 to Eliza Heywood, the former tenant and licensee. Nix had been a weekly tenant of the Beeston Brewery Co. since she first entered the premises at a rent of 8s. a week, the rent being duly paid by her, and on the 5th of October, 1898, she still continued such tenant. At the hearing before the licensing justices she refused to produce any receipt for rent alleged to have been paid by her from time to time in respect of the premises, and she stated that she had no written agreement of tenancy. She had always lived and slept in the premises, occupying together with her family the whole of the dwelling-house, and had complete control over the same. She had paid in respect of the premises poor rates as assessed. She sold in the shop the beer of the Beeston Brewery Co., who were the owners of the premises. She received a salary of 12s. a week from the Beeston Brewery Co. for selling their beer as their manager or servant, and accounted to the company for the profits made upon the beer so sold by her on their account. She continued so to sell the beer of the company up to the 5th of December, 1898, after which date she carried on business for and on her own account. Upon the above facts the quarter sessions were of opinion that Nix was not in law the real resident holder and occupier of the premises upon the 5th of October, 1898, upon the ground that instead of receiving the profits of the business she received a salary and had to account to the company for all moneys received, and the quarter sessions confirmed the decision of the licensing justices on that ground and dismissed the appeal. The question for the court was whether the quarter sessions were right in law in holding that upon the above facts Nix was not the real resident holder and occupier of the premises within the meaning of the Beerhouse Act, 1840. By section 1 of that Act "no licence to sell beer . . . shall be granted to any person who shall not be the real resident holder and occupier of the dwelling-house in which he shall apply to be licensed." The Divisional Court differed in opinion, Grantham, J., being of opinion that the decision of the quarter sessions should be reversed, while Lawrance, J., was of opinion that it should be affirmed. The decision of quarter sessions accordingly stood.

THE COURT (A. L. SMITH and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., said that the only difficulty in the case was caused by the way in which the case was stated. The meaning of section 1 of the Beerhouse Act, 1840, was that no licence to sell beer should be granted to any person who was not the real resident householder and occupier of the dwelling-house. Whether a person was so or not was a question of fact and not of law. If he (the lord justice) had not been embarrassed by the way in which the case was stated, he would say that there was ample evidence upon which the licensing justices could have come to the conclusion that Nix was not the real resident householder and occupier of the dwelling-house. But that was not the question stated for the opinion of the court. It was for the quarter sessions to find the facts, and they had found certain facts as to the holding and occupation of Nix. They did not come to the conclusion that Nix was not the real resident holder and occupier, but they went on to say that on those facts Nix was not "in law" the real resident holder and occupier, upon the ground that instead of receiving the profits she received a salary and had to account to the company for all moneys received by her, and on that ground they confirmed the decision of the licensing justices. In his lordship's opinion that was not a good ground of decision. If on the facts the applicant was the real resident householder and occupier, the mere fact that he or she handed the profits derived from the sale of the beer to the brewers did not make him or her the less the real resident householder and occupier. That was the question put to the court, and the answer must be in the negative.

VAUGHAN WILLIAMS, L.J., concurred.—COUNSEL, *Hugo Young*, Q.C., *W. H. Stevenson*, *T. Lindley*; *W. Appleton*. SOLICITORS, *F. Osbaldeston & Co.*, for *Green & Williams*, Nottingham; *T. B. & W. Nelson*, for *W. T. Cartwright*, Nottingham.

[Reported by W. F. BARRY, Barrister-at-Law.]

***Re* MOSS. KINGSBURY *v.* WALTER.** No. 2. 4th July.

WILL—CONSTRUCTION—GIFT TO A CLASS—GIFT TO A. AND THE CHILDREN OF B. IN EQUAL SHARES—DEATH OF A. IN TESTATOR'S LIFETIME—LAPSE—A.'S SHARE, WHETHER DIVISIBLE AMONG B.'S CHILDREN—RESIDUARY LEGATEE.

This was an appeal from a decision of North, J., who had decided that a gift in the will of the testator of certain personal property to a named person, a niece of the testator, and the child or children of another named person, who should attain twenty-one, equally to be divided between them as tenants in common, was not a gift to a class, and that therefore, the niece having died in the testator's lifetime, her share lapsed and passed under the residuary gift contained in the will. The testator, one Moss, died on the 24th of March, 1893, having by his will given all his share or interest in the *Daily Telegraph* newspaper to trustees upon trust to pay the income thereof to his wife for her life, and after her death upon trust for the testator's niece, Elizabeth Jane Fowler, and the child or children of his sister, Emily Walter, who should attain twenty-one, equally to be divided between them as tenants in common. The residue of the estate the testator gave to his wife. The niece, Elizabeth Jane Fowler, died in the testator's lifetime, having attained twenty-one, but not having been married. The testator's wife survived him, dying on the 24th of September, 1897. The sister was still living, as were also all of her five children. The question having arisen whether the disposition of the interest in the *Daily Telegraph* was of the nature of a gift to a class, so that Elizabeth Jane Fowler's share was divisible among the children of Mrs. Walter, or whether her share lapsed and fell into residue, the representatives of the testator's widow took out an originating summons to have that question determined by the court. North, J., decided that the gift was not a gift to a class, and that by reason of the niece's death in the testator's lifetime her share lapsed and passed under the residuary gift. Mrs. Walter's children appealed.

THE COURT (LINDLEY, M.R., the Right Hon. Sir F. H. JEUNE, and ROMER, L.J.) allowed the appeal, and made a declaration that the gift was or was to be treated as a gift to a class, and that the share of Elizabeth Jane Fowler did not lapse.

LINDLEY, M.R., said: I do not think we need hear any reply in this case. It is very difficult to construe this will by the light of the authorities. But in one respect I entirely agree with North, J.: I do not think the authorities help us much, because they are in inextricable confusion. I do not think any case can be cited on either side which cannot be matched by a case on the other side more or less indistinguishable from it. In the present case we have to deal with this will, and the practical question we have to decide is what is to become of the share of the testator in the *Daily Telegraph*. When the testator made his will he had a niece named Elizabeth Jane Fowler and a sister named Emily Walter both living. Miss Elizabeth Jane Fowler was a spinster, and was then, as I understand, nearly but not quite twenty-one years of age. Mrs. Walter had several children then, and might have more. What the testator has done by his will is this. He has given his share in the *Daily Telegraph* to trustees upon trust to pay the income to his wife for her life, and after the death of his wife upon trust for the said Elizabeth Jane Fowler and the child or children of his sister Emily Walter, who should attain the age of twenty-one years, equally to be divided between them as tenants in common. Miss Elizabeth Jane Fowler died in the testator's lifetime, and Mrs. Walter is alive and has five children. The wife is now dead, and the time for dealing with the share in the *Daily Telegraph* has therefore arrived. Who, then, is to take it? There are several rival views about that. One view is—and that is the view adopted by the learned judge in the court below—that the share which Elizabeth Jane Fowler would have taken if she were alive (that is, one-sixth, as I understand it) has lapsed and has fallen into the residuary estate; so that, according to that view, one-sixth of the testator's share or interest in the *Daily Telegraph* has gone to persons who certainly were never intended by him to take it. That he did not intend this is obvious. It may be the legal result of the words he has used, but it is obvious that it was never dreamed of by the testator. What he intended was that his interest in the *Daily Telegraph* should go among the persons he has named, and not to other persons who merely represent his residuary legatee. The difficulty of the present case lies in this. We hear about classes, and about gifts to classes, and about the definition of a class. You may define a class in a thousand ways. Anybody may make any number of things or persons a class by singling out one or more attributes which are common, more or less, to them all, and making that attribute or those attributes the definition of a class. We have been referred, not improperly at all, to Mr. Jarman's definition of a class for the purpose for which lawyers want such a definition—that is, for the purpose of construing a will. I think Mr. Swinfen

Eady is right in saying that if you look at that definition the gift in this will does come within it. But, after all, whether you call this a class, or whether you call it a number of persons who are treated by the testator as if they were a class, that, it appears to me, is a mere matter of language, and I should seek to avoid deciding it. Age and caution have made me very reluctant to frame definitions, unless you can make a law to accord with your definitions, which judges cannot do. We have to decide what is to be done with the share given to the lady who has died. The testator says that his interest in the *Daily Telegraph* is to be equally divided between her and the children of Emily Walter—to be divided equally between them all. If some of those persons between whom it is to be equally divided are dead, are the shares of those who are dead to go to somebody else, or are they to go to those who survive? That is the real practical question, whether you say that the legatees are in effect a class (as Mr. Theobald does in a passage at p. 645 of the 4th edition of his book, where he says: "It is clear that a gift to A. and the children of B. may in effect be a gift to a class, if the testator treats the legatees as a class"), or whether you call them a number of persons who are to be treated as a class, does not really matter in the least. The guiding question here is, What is to be done with this property? What is to be done is that this interest is to be divided among these people, and, I will add, among such of them as shall be living. That is the obvious intention. The alternative view takes the share of the dead niece away where it was never intended to go, and on that ground it appears to me that we ought to differ from the learned judge in the court below. I confess, and I say so frankly, that if this case had come before me in the first instance I think I should have decided it as North, J., did, but my brother Romer has convinced me that his view is the right one.

Sir F. H. JEUNE concurred.

ROMER, L.J., said: In the absence of any context negativing the view, I think that when a testator gives property X. to A. and a class of persons (say, the children of B.) in equal shares, he intends the whole of X. to pass by his gift if any one of the children of B. survives him, even although A. does not. Clearly if A. survived and none of the children of B. survived so as to share, then A. would take the whole, for A. would have to take either the whole or nothing; unless, indeed, it could be said that you are to look at the number of children of B. living at the date of the will, and that you are to say there is an intestacy as to the share of each such child dying between the date of the will and the testator's death. That, to my mind, is clearly an untenable proposition. If the testator intended that A. should take the whole if none of the children of B. survived him (the testator) so as to share, I think also he intended the children of B. to take the whole if A. did not survive so as to share. There is no satisfactory reason, to my mind, to distinguish between these two cases. I think that in such a gift as I have mentioned what the testator really means is that the property is to be shared equally by a body constituted of such of the following as shall be existing at the date of the testator's death (that is to say), A. and the children of B.; and, generally, when a testator gives property to be shared at a particular period equally between a class, properly so called, and an individual or individuals (and there is nothing to negative this view in the rest of the will), I think that what the testator must, *primâ facie*, be taken to mean is that you are to see which of that aggregate body is to share in that property at the time it comes for distribution, and that such a gift is really a gift to a class; and, though I am perfectly well aware of the danger there is in attempting to lay down general propositions, and though few judges would more shrink from doing so than I, knowing as I do how a general proposition laid down often hampers judges in dealing with succeeding cases, yet I do think that in the present case I may venture to make the following statement, especially as the authorities are so conflicting, and as there is no express decision of the House of Lords or of the Court of Appeal upon the point. In my opinion it is correct to say that a gift by will to a class (properly so called) and A., a named individual, to share equally, so that the testator contemplates A. taking the same share that each member of the class will take, is *primâ facie* a gift to a class. For these reasons, applying these principles to the case before us, I have no hesitation in saying that in my opinion the gift here was a gift to a class; that Elizabeth Jane Fowler was intended to share only as one of a class; and that, inasmuch as she did not survive to share, the rest of the class take the whole of the property.—COUNSEL, *Swinfen Eady*, Q.C., *Henry Terrell*, Q.C., and *J. G. Fawcus*; *Haldane*, Q.C., and *E. F. Ball*; *W. Hatfield Green*. SOLICITORS, *Tilleards*; *V. I. Chamberlain*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

DIDISHEIM AND ANOTHER *v.* THE LONDON AND WESTMINSTER BANK (LIM.) AND ANOTHER. North, J. 21st, 22nd, 27th, 28th June and 4th July.

LUNATIC—LAW OF BELGIUM—FUNDS DEPOSITED IN BANK—PROVISIONAL ADMINISTRATOR—DISCHARGE TO BANK—TITLE TO RECOVER AGAINST BANK.

This was an action brought by the *Administrateur Provisoire* under the law of Belgium of Marie Goldschmidt claiming the delivery up of certain scrip, bearer bonds, and shares deposited at the London and Westminster Bank, London. The facts of the case were these: In the year 1866 one Benedict Leopold Goldschmidt intermarried with Marie Woog at Geneva, in Switzerland. By their contract of marriage it was agreed that the parties should marry under the legal system of community of goods as determined and prescribed by the 1400th and following articles of the French Civil Code in force at Geneva without any modification or reserve. The contract was duly registered at Geneva in October, 1866, and later at Brussels, in Belgium, in July, 1892. Subsequently to their marriage B. L. Goldschmidt and his wife resided at Brussels, and it was said that they both had a Belgian domicil. B. L. Goldschmidt died on the 10th of June, 1892. By his will he bequeathed to "Madame Marie Goldschmidt my wife one-fourth in ownership and one-fourth in *usufruct* of all the property real and personal of which my estate shall consist without any exception to enjoy and dispose of it from the day of my death appointing her for that purpose legatee by universal title. I intend that with reference to the portion of which she will only have the *usufruct* she shall be dispensed from the obligation of giving security and investing." The deceased left him surviving his widow and four children, one of whom, Robert Goldschmidt, a defendant in this action, was under age. By the terms of the marriage contract, the community was dissolved on the death of the deceased, and thereupon the net surplus belonged as to one half to Marie Goldschmidt beneficially and absolutely, and by the terms of the will she became entitled to one equal undivided fourth part of the personal estate of the deceased, and to the *usufruct* during her life of another equal undivided fourth part, and the four children of the deceased became entitled to the remaining two-fourth parts in equal shares. The deceased kept a current account at the London and Westminster Bank, and had deposited for safe custody with the defendant bank certificates of stock and shares, and also the scrip for bearer bonds and shares held by him. Save in so far as he held investments in England and kept a current account with the defendant bank, he had no connection with England. Letters of administration of the personal estate of the deceased, with the will annexed, were on the 9th of February, 1893, duly granted to Marie Goldschmidt, who thereupon became the legal personal representative of the deceased in England. All the income derived from these investments, the scrip for which had been deposited at the defendant bank, had up to February, 1893, been paid into his current account at the defendant bank. On the production of the letters of administration the defendant bank recognized the title of Marie Goldschmidt, and she, at the request of one of the managers of the bank, wrote and gave to the bank the following request: "As administratrix of my late husband I authorize and request you to hold the securities in your hands belonging to my husband to my order and for my account." She also drew a cheque as administratrix for the amount of the balance then standing to the current account of the deceased, and gave instructions to place such cheque "to the personal account of Madame Goldschmidt." The letters of administration were also produced to each of the several companies in England in which the defendant held stock, and they were registered in the books of the several companies, but the stock or shares were not transferred and were left standing in the name of the deceased; in some instances without any alteration, in others with the addition of the word "deceased"; and in other instances the companies added also before the name "B. L. Goldschmidt, deceased" the words "Marie Goldschmidt, administratrix of." The income of the stocks and shares was, as before, placed in the defendant bank, but was credited to the current account of Marie Goldschmidt. Afterwards some of the stocks and shares were transferred from the name of the deceased into the individual name of Marie Goldschmidt. In March, 1897, Marie Goldschmidt became of unsound mind, and was placed in a private asylum. In December, 1897, in accordance with Belgian law, an application for a family council was made by Paul L. Goldschmidt, the eldest son of the deceased, and in December, as a result of the proceedings of the family council, the plaintiff, Charles Didisheim, was appointed "*administrateur provisoire*." At a subsequent family council it was determined to exempt the *administrateur provisoire* from giving security for his administration. According to Belgian law in the case of a person of unsound mind the family or relations can adopt either of two alternative procedures—namely, proceedings for interdiction under the Civil Code, Book II., cap. 2, or proceedings for administration under the Statute No. 90 of 1850 as amended by the Statute No. 274 of 1873. The last-mentioned procedure was adopted in this case. The *administrateur provisoire* is appointed for three years only, but he may be re-appointed, and his powers extend to the property of the unsound person wherever situate, and include the power to receive and give a good discharge for all personal property and moneys whether capital or income, and to represent the lunatic in legal proceedings, but the power to sell investments and to represent the lunatic in legal proceedings may only be exercised under the authority of the President of the Court of First Instance. The duties of the administratrix not having ceased in March, 1897, and the administratrix not being able to proceed with the administration, letters of administration of the personal estate of B. L. Goldschmidt were granted on the 5th of August, 1898, to Charles Didisheim, the provisional administrator and plaintiff in this action. The letters of administration granted to the plaintiff were on his behalf duly produced to the defendant bank, and the plaintiff requested the defendant bank to hand over to him or to his order as the legal personal representative of the deceased all the certificates for stocks and shares still standing in the name of the deceased, the income received on these stocks and shares and other moneys. The defendant bank refused to hand them over on the ground that they were held by the bank on behalf of Marie Goldschmidt in her individual capacity, and not as legal personal representative of the deceased. By an order of the Court of First Instance of Brussels, made the 8th of February, 1899, the plaintiff was authorized to represent Marie Goldschmidt in the legal proceedings against the defendant bank. The plaintiff Charles Didisheim sued in the double capacity of provisional administrator under the Belgian law and legal personal representative in England of the deceased B. L. Goldschmidt. The court was asked to declare that the plaintiff in his said double capacity, or partly in one capacity partly in the other, was entitled to call for the delivery or payment of and to receive and give to the defendant bank a good discharge for the several stocks and shares and the scrip for the several bearer bonds and shares, and also for the amount

standing to the credit of the current account of Marie Goldschmidt in the defendant bank, alternatively that the plaintiff as legal personal representative in England of B. L. Goldschmidt was entitled to give to the defendant bank a good discharge for stocks and interest derived therefrom standing in the name of the deceased. For the plaintiff it was contended that B. L. Goldschmidt and his wife Marie Goldschmidt had a Belgian domicil, and that the law regulating the *status* of Marie Goldschmidt and of the provisional administrator was therefore that of Belgium. The title of the administrator depended on Belgian law and could not be inquired into by the courts here. Assuming this title to be perfect, then the present case resolved itself into an action for detinue. In support of his argument plaintiff's counsel quoted the following cases: *Re Barlow* (35 W. R. 737, 36 Ch. D. 287), *Re Brown* (1895, 2 Ch. 666), *Newton* v. *Manning* (1 Mac. & G. 362), *Scott* v. *Bentley* (3 W. R. 280, 1 K. & J. 281), *Hessing* v. *Sutherland* (4 W. R. 820, 25 L. J. N. S. Ch. 687). For the defendant it was contended that no decree in Lunacy made in a foreign country or the appointment of a foreign curator was in itself sufficient. The proceedings in Belgium were not sufficient to vest the property in the administrator, or to find that the administratrix was a lunatic, and the court was not bound to recognize the foreign curator unless the person had been judicially declared a lunatic, which was not so in this case.

North, J.—This is an interesting case, and raises a po'nt not covered by any authority, the nearest is *Re Barlow*. Certain proceedings seem to have taken place in Belgium, under which a provisional administrator was appointed, and he sues the bank, the widow's name being joined as plaintiff. I pointed out that she could not sue without a next friend, and this has now been done, the co-plaintiff being appointed. The action is opened here as an action for detinue, in which the provisional administrator asserts his right to have all the property delivered to him since Madame Goldschmidt's illness. Has the plaintiff Didisheim a right at law or equity to recover against the bank? I do not see my way to giving judgment in his favour. There are many cases in this country where a man appointed curator abroad has been recognized by the courts. Sections 133 and 134 of the Lunacy Act, 1890, gives discretion, and under that authority the court has said it will give the curator the whole or part of the income of a lunatic, but the case of *Re Barlow*, which lays down the law very clearly, points out that that has only been done where there is an ascertainment of the position of the administrator. This is a case very much to the point, and it points out what the position of the court is when acting as trustee and what the position of a trustee is. And by way of illustration it deals with the case where the money is in the hands of the court and with the case where a man outside the court holds money belonging to a lunatic. In the case of *Re Brown* the lunatic had been declared a lunatic by the Supreme Court of Victoria and the stocks were in her name. Lindley, L.J., drew a distinction between this case and *Re Barlow* in that here the person had been found a lunatic. You have the two things—the judicial finding of a person a lunatic, and the vesting of the property in the Master of Lunacy: *Re Knight* (46 W. R. 289; 1898, 1 Ch. 257). In the present case there is no finding that the person is a lunatic. The family have decided to omit that and they must take the consequences. It is impossible to come here in respect of this title to sue for the money. In my opinion it is impossible for me to do what I am asked to. There are other points also. I cannot see how a person in this state of mind can sue by a next friend; but here it is not a case of protecting property, the object is to take it away. It is quite impossible to hand the money to the lunatic or to the next friend. The provisional administrator claims as the husband's administrator. It is clear that the lady did direct the transfer into her own name of part of her husband's property, but I do not see how the husband's representatives could claim that, though it is true that the son whose share is unpaid could claim his share. The plaintiff's case depends on the proofs of the domicil of the lady in Belgium. I am not satisfied that there is sufficient proof of this. Further evidence ought to be adduced. As to the cases quoted by Mr. Haldane, I do not think *Newton* v. *Manning* goes far enough; *Scott* v. *Bentley* was based on a wrong decision in *Morrison's case*, and is therefore no authority; and in *Hessing* v. *Sutherland* the lunatic had been so found. My course is clear as regards all these circumstances, and I dismiss the action.—Counsel, *Haldane*, Q.C., and *H. Fellows*; *Terrell*, Q.C., and *MacSwinney*; *Alfred Fellows*. Solicitors, *Stibbard, Gibson, & Co.*; *Travers Smith, Braithwaite, & Robinson*.

[Reported by J. H. Davies, Barrister-at-Law.]

Re **NICKOLS. BOOTH** *v.* **NICKOLS.** Stirling, J. 5th and 8th July.

Estate—Will—Power to Postpone Conversion—Partnership Business—Apportionment Between Capital and Income.

Originating summons, adjourned into court. By his will dated the 21st of November, 1888, the testator, who died the 1st of May, 1891, after bequeathing certain legacies, devised all his real estate and bequeathed the residue of his personal estate to his trustees, upon trust to sell, convert, and get in all his said estate and to invest the residue of the proceeds in certain authorized investments, and out of the income to pay certain annual sums therein specified and to add such surplus income as should accumulate from time to time to the capital of his estate so as to form one aggregate fund thereinafter called his trust estate until the attainment by his daughter of the age of twenty-one years, and upon that event to pay the income thereof to the said daughter during her life for her separate use and without power of anticipation. After certain other directions, the testator declared that his trustees might defer and postpone the sale, conversion, and collection of his estate so long as to them in their uncontrolled discretion seemed proper, and that from the time of his decease the unsold estate should be subject to the trusts declared concerning the net moneys to arise therefrom, and the rents, interest, and yearly produce thereof should be deemed annual income for the purposes of such trusts, and such real estate should be transmissible as personal estate, and be considered as converted in equity. The testator further authorized his trustees, if in their discretion they should think fit, to sell to William Beckworth, his partner in the business of a tanner, all the share in the business to which, after providing for all liabilities, he should at the time of his death be entitled in the assets of the partnership, together with the sum of £5,000 for his share of the goodwill; and further, if Beckworth should continue to carry on the business, to permit any part of his capital in the said business at the time of his death, not exceeding the sum of £30,000, to remain in the business as a loan for any period not exceeding ten years from his death. The executors and trustees being in doubt as to the proper apportionment of certain funds as between capital and income, issued a summons to have the questions decided. (1) The first question related to the interest of the testator in the partnership business, the agreement for which was contained in a letter; at first Beckwith, the surviving partner, seemed inclined to carry on the business after the testator's death, but in August, 1891, he determined to wind it up; the winding up, however, was not completed until 1897, when payments were made in respect thereof, and it appeared that the losses had been so serious that there was not enough to replace the capital. The question, therefore, was as to what the tenant for life was entitled to in respect of the sums paid by the firm in liquidation on account of the business of the firm, and whether and how they were to be apportioned as between capital and income. (2) The next question was as to the rent of the partnership premises occupied by the firm in liquidation since the testator's death, and of which Beckwith took a renewed lease for seven years; was the sum of £700 paid on account by Beckwith in respect of rent attributable to income or to capital? (3) The last question related to a sum of £500 settled by the testator upon Beckwith in 1877 in trust for the benefit of a servant named Strutt and his wife who died in 1894 and 1895 respectively, the accumulating income of which had continued during the period since the testator's death, so that it became necessary to apportion the fund between income and capital. For the remaindermen it was contended that there was enough in this will to oust the rule in *Howe* v. *Earl of Dartmouth* (7 Ves. 137), and that the case was covered exactly by *Mackie* v. *Mackie* (5 Hare 70). [*Morley* v. *Mendham* (2 Jur. N. S. 998), *Meyer* v. *Simonsen* (5 De G. & Sm. 723), *Prendergast* v. *Prendergast* (3 H. L. Cas. 195), *Brown* v. *Gallatly* (15 W. R. 1188, L. R. 2 Ch. 751), *Re Hubbuck* (44 W. R. 289; 1896, 1 Ch. 754), *Re Pitcairn* (44 W. R. 200; 1896, 2 Ch. 199), were also referred to.] For the tenant for life it was argued that the case was clearly one for the application of the rule that, while on the ultimate realization there was found to be a very large loss, in any case the apportionment should be on the principle laid down in *Re Lord Chesterfield's Trusts* (32 W. R. 361, 24 Ch. D. 643); see also *Turner* v. *Newport* (2 Ph. 14), *Porter* v. *Baddeley* (5 Ch. D. 542), *Cox* v. *Cox* (17 W. R. 190, L. R. 8 Eq. 343), *Re Godden* (41 W. R. 282; 1893, 1 Ch. 292), and *Re Duke of Cleveland's Estate* (1895, 2 Ch. 542). The rights of the tenant for life and remaindermen could not be prejudiced by mere accidental difficulty in getting in the estate. As regarded the reversion under the settlement for the benefit of Strutt, there ought to have been a conversion; no property not actually producing income ought to be regarded as producing income: *Re Lord Chesterfield's Trusts* (32 W. R. 361, 24 Ch. D. 643), and *Wilkinson* v. *Duncan* (5 W. R. 398, 23 Beav. 469). *Cur. adv. vult.*

Stirling, J., was of opinion that the trustees had an option as to conversion under the powers of the will. It was true that they might have sold the business to the surviving partner, who would most likely be the purchaser to give the best price for it, or they might have sold it to someone else. But that in fact was not a good mode of winding up the estate, and, in a very proper exercise of discretion, they decided not to sell. (1) The interest in the business was not a reversionary interest, but an interest in possession capable of yielding income. The direction in the will as to "rents, interest, and yearly produce" seemed to indicate that the tenant for life was to take the property *in specie*—that is, she was to take it as it came. So that as regarded the sums paid by Beckwith in respect of the business there was to be no apportionment. (2) As regarded the land the firm must be treated as having held it on the terms of the previous tenancy up to the time at which the land was sold—viz., the 2nd of July, 1894. Rent having been payable up to that date, that rent was to be paid in full out of the moneys received from Beckwith to the tenant for life as entitled both to the portion of the rent which accrued on the death of the testator and to that properly accruing upon the continued occupation by the firm. (3) As to the moiety of the Strutt fund and the rights of the tenant for life thereto, she was entitled to an apportioned part of the fund whichever view might be taken; his lordship did not think it was a reversionary interest, but, if it was, there was nothing in the will to preclude her from taking her proper share of an income-producing fund which was without doubt a part of the testator's estate. Therefore the capital and accumulations up to the testator's death must be held to form part of the *corpus* of his estate subject to a liability in respect of the payment of the small sums which had been actually paid. —Counsel, *Procter*; *Micklem*; *Lambert*. Solicitors, *H. P. & J. H. Cobb*; *Peich & Smurthwaite*, for *Snowdon, Meredith, & Hubberstу*, Leeds.

[Reported by W. H. Draper, Barrister-at-Law.]

STOCK *v.* **MEAKIN.** Kekewich, J. 5th July.

Vendor and Purchaser — Charge — Apportionment — Completion of Works—Date When Charge Came into Existence—Public Health Act, 1875 (38 & 39 Vict. c. 55), s. 257—Private Street Works Act, 1892 (55 & 56 Vict. c. 57), s. 13.

By an agreement dated the 10th of October, 1898, Frederick Meakin, the vendor, agreed to sell to the agent of the purchaser, William Stock, in fee

simple in possession for £1,500 a piece of land situate in the parish of West Ham, in the county of Essex. Clause 2 provided that the purchase was to be completed on the 11th of November, 1899, when the purchaser was to be let into possession, and up to that day "all rent" (if any) and "outgoings" were if necessary to be apportioned; and clause 4 provided that the property was sold subject to "all quit, chief, and other rents, rights of light and other easements (if any) affecting the same, and to any subsisting liability to repair party walls, fences, roads, or streets." The piece of land agreed to be sold abutted on two roads, Lansdowne and Queen's-roads, and the purchaser by his requisitions on title asked: Are Lansdowne and Queen's-roads taken to by the parish and are all charges in connection therewith paid? The vendor replied that he did not know, but that he had never had to pay any charges for the roads. The piece of land was conveyed to the purchaser by an indenture of the 22nd of November, 1898, in which, after reciting that he had agreed to sell to the purchaser free from incumbrances, the vendor, as "beneficial owner," conveyed and confirmed to the purchaser the piece of land. On the 29th of December, 1898, the purchaser received from the sanitary authority, the West Ham Council, a notice of the final apportionment of a sum of £130 14s. in respect of private street works executed by the council in Queen's-road under the Private Street Works Act, 1892. The works were executed pursuant to a resolution of the sanitary authority of the 27th of July, notices of which were duly published, and were completed on the 26th of July, 1898. On the 11th of October, 1898, the council took over the road, dedicated it to the public, and on the 29th of November, 1898, the final apportionment of the expenses connected with it was made. The purchaser, having paid the £130 4s., now brought this action to recover the sum of £130 14s. with interest from the vendor. Whether the purchaser or the vendor ought to bear the cost depended on whether it was a charge on the premises from the date of the completion of the works (the 26th of July), before the contract for sale, or the final apportionment (the 29th of November), after the contract for sale. Under section 13 of the Private Street Works Act, 1892, which provides: "Any premises included in the final apportionment . . . shall stand and remain charged (to the like extent and effect as under section 257 of the Public Health Act, 1875) with the sum finally apportioned on them, or, if objection has been made against the final apportionment, with the sum determined to be due as from the date of the final apportionment . . ."

KEKEWICH, J., said that it was quite impossible to construe the Act of 1892 independently of the Public Health Act, 1875. The expenses of charges of this character were charged under the Act of 1875, and under that Act it had been decided that the charge came into existence at the date of the completion of the works. Was that rule to be applied to the Act of 1892 or did the latter Act introduce exceptions? One very important difference introduced by the Act of 1892 was that where improvements were required the owner had not the opportunity of doing the work himself at his own expense as he had under the Act of 1875. It was urged that section 6 (2) of the Act of 1892 provides that the surveyor shall prepare (*c*) a provisional apportionment of the estimated expenses among "the premises liable to be charged therewith" under this Act; and that section 7 speaks of any owner of any premises shewn in a provisional apportionment as "liable to be charged," whereas section 12 in providing for the final apportionment speaks of "the owner of any premises charged" and not "liable to be charged," and that, therefore, until the final apportionment there was no charge. But his lordship was of opinion that the words "liable to be charged" was a mere description of the premises there spoken of, and the use of the words "premises charged" in section 12 was not in the slightest degree out of place, because there the final apportionment having been made it was known what premises were charged. The words in section 13 of the Act of 1892, "to the like extent and effect as under section 257 of the Public Health Act, 1875," was a clear indication that section 257 of the Act of 1875 was to be taken as the guide in considering the charge, except so far as the Act of 1892 expressly modified it. By section 13 the premises were to be charged with "the sum finally apportioned on them." There was not a word to indicate that the charge was to take effect from the final apportionment, which would have been done if it had been intended to say contrary to the decisions on the Act of 1875. It was treated as a charge under section 257 on the Act of 1875, which came into existence from the date of the completion of the works. The next words of section 13, "or, if objection has been made against the final apportionment, with the sum determined to be due as from the date of the final apportionment," created some difficulty, but they were introduced simply to indicate what sum was to be charged if the final apportionment was objected to. His lordship therefore held that the charge came into existence on the completion of the works on the 26th of July, 1898, and was therefore existing at the date of the contract of the 10th of October, 1898, and that the purchaser was therefore entitled to recover the sum charged from the vendor.—COUNSEL, *P. O. Lawrence*, Q.C., and *P. F. Wheeler*; *Warrington*, Q.C., and *Vaughan Hawkins*. SOLICITORS, *Geo. Brown, Son, & Vardy*; *Farrer & Co.*

[Reported by C. C. HENSLEY, Barrister-at-Law.]

***Re* TRUSTEES OF HOLLIS HOSPITAL AND HAGUE'S CONTRACT.** Byrne, J. 5th July.

VENDOR AND PURCHASER — GRANT TO USES SUBJECT TO A PROVISO FOR RE-ENTRY—SHIFTING USE—COMMON LAW CONDITION SUBSEQUENT—RULE AGAINST PERPETUITIES IN REFERENCE TO A COMMON LAW CONDITION—APPLICATION OF THE PRINCIPLES OF THE COMMON LAW—TITLE TO BE FORCED ON PURCHASER.

This was a vendor and purchaser summons on the part of the urchaser, Mr. E. Hague, of Castle Dyke, Sheffield, against the vendors, the trustees of a charity known as Hollis Hospital, for a declaration that a good title had not been shewn to the hereditaments contracted to be sold. The facts of the case were as follows: By an indenture of re-lease bearing date the 18th of May, 1726, certain hereditaments comprising the hereditaments contracted to be sold, which, by an indenture of lease of the 17th of May, 1726, had been bargained and sold for a year to J. Williams, were granted and released to the said J. Williams to have and to hold unto the said J. Williams, his heirs and assigns, for ever to the use and behoof of Thos. Hollis and certain other persons therein named (being the trustees of the charity), their heirs and assigns, upon the several and respective trusts therein mentioned. Certain trusts for the maintenance and management of the hospital were then set forth, and the indenture continued: "Provided always and it is hereby agreed and declared by and between the said parties to these presents, that if at any time hereafter the premises hereby conveyed or any part thereof, or the rents, issues, and profits of the same or of any part thereof shall be employed or converted to or for any other use or uses, intents, or purposes than as are hereinbefore mentioned and specified, then and from thenceforth the buildings, lands, and premises hereinbefore conveyed to the uses and upon the trusts hereinbefore mentioned shall revert to the right heirs of the said Thos. Hollis, sen., party hereto, anything herein contained to the contrary hereof in anywise notwithstanding." After the draft conveyance of the property had been approved, one of the trustees who had not concurred in the sale wrote to the purchaser's solicitors to the effect that as heir of the said Thos. Hollis, sen., he was no party to the sale, and to call his attention to the above proviso. In the argument it was contended on behalf of the vendors that the proviso operated by way of a shifting use, and not of a common law condition subsequent, and that in either case it was void as tending to a perpetuity.

BYRNE, J., held that the proviso constituted a true express common law condition subsequent: see Sheppard's Touchstone (7th ed. by Preston), vol. 1, p. 124, note 16. On the second point, as to whether the rule against perpetuities applied to a common law limitation, that point had never been the subject of a direct judicial decision. Under such circumstances it was proper to refer to recognized text-books. According to Sanders on Uses and Trusts (5th ed.), vol. 1, pp. 206, 207, 213, and Lewis on Perpetuities (1843 ed.), pp. 615, 616, the rule against perpetuities did apply to such a condition. There were also *obiter dicta* to the same effect of North, J., in *Dunn* v. *Flood* (32 W. R. 197, 25 Ch. D. 629, see p. 632), Baggallay, L.J. (33 W. R. 515, 28 Ch. D. 586, see p. 592), in the same case on appeal, and of Jessel, M.R., in *Re Mackay* (33 W. R. 718, L. R. 20 Eq. 186). On the other side there was only the opinion of the late Mr. Challis in his book on Real Property (2nd ed., pp. 174-177). As to Mr. Challis's view, it might be said that the policy of the law against the creation of perpetuities was reached at an early date, as also was the policy of discountenancing restraints on alienation, but that the application of the principle must vary with different times and necessities. Might it not be urged on this principle that if it was the law in the time of Elizabeth that all restraints on trade were void that they were still void? (See *Nordenfelt* v. *Maxim, &c., Co.* (1894, A. C. 535).) His lordship therefore considered that the condition was void as being obnoxious to the rule against perpetuities; but, having regard to the fact that the point involved was one of difficulty, that it had not been the subject of any judicial decision, and to the claim set up by the heir of T. Hollis, he considered that the rule in *Re Thackeray and Young's Contract* (37 W. R. 74, 40 Ch. D. 34) should be applied, and that the title should not be forced on a purchaser. —COUNSEL, *Farwell*, Q.C., and *Bristow*; *Levett*, Q.C., and *Stuart Smith*; *O. Leigh Clare*. SOLICITORS, *Johnson, Weatherall, & Sturt*; for *Burdekin & Co.*, Sheffield; *R. Sutton Clarke*; *Torr & Co.*

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE "QUEEN OF THE RIVER" STEAMSHIP CO. (LIM.) *v.* THE CONSERVATORS OF THE RIVER THAMES. Phillimore, J. 10th July.

THAMES CONSERVANCY ACT, 1894 (57 & 58 VICT. C. CLXXXVII.), S. 165—LANDING STAGE—AUTHORIZED TOLL OF SIXPENCE—"EVERY TIME OF CALLING"—ALLEGED RIGHT TO CHARGE AN INCREASED TOLL AT PIER WHERE STEAMERS START FROM WITH PASSENGERS—ILLEGALITY OF SUCH EXTRA CHARGE—RIGHT TO RECOVER EXCESS SO PAID.

Commercial cause. The plaintiffs were the owners of the steamship *Queen Elizabeth*, which during the summer months ran between Old Swan Pier and Hampton Court, and competed with *The Cardinal Wolsey*, the property of the Thames Steamboat Co. By section 165 of the Thames Conservancy Act, 1894, the defendants were entitled to charge a toll of 6d. each time a steamer called at that pier for the purpose of embarking or disembarking passengers or goods. It was the custom of the plaintiffs to bring their steamer alongside the Old Swan Pier about three-quarters of hour before the advertised starting time and to remain there until the steamer started. For this reason at the beginning of the season of 1898 the defendants increased the toll payable by the plaintiffs from 6d. per call to 10s. a day, and this increased sum was paid by the plaintiffs down till February last, when the defendants agreed to take £2 a week instead of 10s. a day. While these negotiations were pending the plaintiffs took up the position that the defendants had no power to demand the 10s. toll and they brought this action to recover back £54, the amount of the excess of the tolls paid by them, as money illegally demanded or, alternatively, as money paid under a mistaken belief of fact. The defendants submitted that they were entitled to make an additional charge upon the

plaintiffs for the extra privileges they gave them. The statutory toll of 6d. was for a passing call, and the extra amount was charged the plaintiffs for the privilege of being allowed to remain at the pier for a much longer period than was necessary for a passing call in order to enable them to catch passengers. The plaintiffs had got something beyond what they were entitled to under the statute, and therefore their claim was for money paid, not under compulsion, but under a mistake in law, and money paid under such circumstances could not be recovered. The plaintiffs, in reply, denied that their vessel received as many facilities as *The Cardinal Wolsey*, which only paid a toll of 6d., and argued that she did not remain alongide the pier a longer time than was necessary to embark or disembark her goods and passengers.

PHILLIMORE, J., held that the defendants had no power to charge the plaintiffs an increased toll on the ground that they were entitled to make a terminal charge for the use of the Old Swan Pier. The charge was an improper one in the sense that it was illegal. There was therefore no consideration for the payments made by the plaintiffs, and they were entitled to recover the sum claimed on the writ.—COUNSEL, *G. Spencer-Bower; J. Eldon Bankes.* SOLICITORS, *Barlow & Barlow; Solicitor to the Thames Conservators.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Bankruptcy Cases.

Re **BULLOCK.** *Ex parte* **THE TRUSTEE** *v.* **SILVERTON.** Wright, J. 10th July.

BANKRUPTCY—BILL OF SALE—FORM—BILLS OF SALE ACT, 1878, AMENDMENT ACT, 1882 (45 & 46 VICT. c. 43), ss. 7 (4), 9.

This was a motion by the trustee in the bankruptcy for the delivery up of the proceeds of certain goods seized and sold by the respondent under a bill of sale granted to him by the bankrupt. The grounds of the trustee's application were twofold—firstly, that the bill of sale was void in point of form; secondly, that on the facts of the case the goods were in the order and disposition of the bankrupt at the date of the receiving order. It was argued that the bill of sale was void because it contained a covenant by the grantor to produce his last receipts for rent, rates, and taxes, but omitted to add "on demand in writing," and thereby imported a ground of seizure of the grantor's goods not contained in section 7 of the Bills of Sale Act, 1882.

WRIGHT, J., decided against the trustee on this point, holding that the form of the covenant was unobjectionable, and did not vitiate the bill, as the covenant objected to must be read as subject to the 4th sub-section of section 7 of the Act, which makes it a ground of seizure "If the grantor shall not without reasonable excuse, upon demand in writing by the grantee, produce to him his last receipts for rates, rent, and taxes." The facts of the case were then gone into, and the motion was eventually dismissed.—COUNSEL, *Haldinstein; H. Reed*, Q.C., and *Salter.* SOLICITORS, *F. W. Henery; A. Slater.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

NEW ORDERS, &c.

RULES PUBLICATION ACT, 1893.

(56 & 57 Vict. c. 66.)

In pursuance of Section 3 (3) of the above Act notice is hereby given:—

(1) That the undermentioned Order has been made by the Lord Chancellor—

Postponing the coming into operation of certain provisions of "The County Courts (Districts) Order in Council, 1899," as to London.

(2) That such Order so issued is a Statutory Rule and has been numbered and printed under the above Act, and that it may be referred to by its short title or by its number as a Statutory Rule as hereunder specified.

(3) That copies of such Statutory Rule may be purchased either directly or through any Bookseller, from Messrs. Eyre & Spottiswoode, East Harding-street, Fleet-street, E.C, and 32, Abingdon-street, Westminster, S.W.; or John Menzies & Co., 12, Hanover-street, Edinburgh, and 90, West Nile-street, Glasgow; or Messrs. Hodges, Figgis, & Co. (Limited), 104, Grafton-street, Dublin.

Order to which the above Notice refers.

The County Courts (Districts) Postponement Order, No. 6; Statutory Rules and Orders, 1899, No. 525.

L. 24.

LAW SOCIETIES.

LAW ASSOCIATION.

A meeting of the directors was held at the Hall of the Incoporated Law Society on Thursday, the 6th inst., Mr. R. H. Peacock in the chair. The other directors present were Mr. T. Dolling Bolton, M.P., Mr. H. C. Nisbet, Mr. S. A. Ram, Mr. Sidney Smith, Mr. Toovey, and Mr. Vallance. A sum of £155 was distributed in grants of relief. Four new members were admitted to the association, and other general business transacted.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association, was held at the Law Institution, Chancery-lane, London, on Wednesday last, Mr. Sidney Smith in the chair. The other directors present being Messrs. W. F. Blandy (Reading), Grantham R. Dodd, Samuel Harris (Leicester), Augustus Helder, M.P. (Whitehaven), Henry Manisty, F. Rowley Parker, Richard Pennington, J.P., Maurice A. Tweedie, F. T. Woolbert, and J. T. Scott (secretary). A sum of £475 was distributed in grants of relief, fifty-nine new members were admitted to the association, and other general business transacted.

TAXATION IN THE QUEEN'S BENCH DIVISION.

THE following report on the scales of costs and the methods of taxation in the Queen's Bench Division has been issued by the General Council of the Bar:

There has been, for a considerable time, an impression prevalent that the taxation of costs is regulated by scales which are more favourable to the practitioner in the Chancery Division than they are to the practitioner in the Queen's Bench Division. The investigations of the Council have satisfied them that this impression is without any foundation in fact. There are at present three scales on which costs may be taxed, viz.: (1) Party and party; (2) as between solicitor and client when paid by some person other than the client, or out of a fund; (3) solicitor and client. These scales differ slightly in the Chancery and Queen's Bench Divisions. But the actual difference of scale does not appear important. There is, however, a considerable difference in the methods of taxation in the two divisions, and especially in the exercise of discretion with respect to the amount of the allowances. The Chancery taxing-masters exercise a wider discretion than do the Queen's Bench masters, and are also assisted by an ample and experienced staff of clerks. Although at present the Council do not see their way to recommend a concentration of the taxing machinery in one central office, yet they are of opinion that a grievance exists in the way in which the Queen's Bench masters disallow and reduce items which ought fairly to be allowed as charged. Thus in most cases in the Crown Paper and in cases before the official referees, the fees of two counsel are rarely if ever allowed, however heavy, difficult, or important the case; in fact, no discretion on the point is really exercised. The difference of administration and of method in the process of taxation would become immaterial if the principle became established that the successful litigant should be entitled to be indemnified by the unsuccessful litigant in respect of all costs properly incurred in and about the litigation. That this principle should be adopted was an opinion strongly held by the late Lord Bowen, and is, the Council believe, shared by many living judges. The first two of the scales mentioned above are those which are applied to the taxation of costs in litigious matters. By neither of them can a successful litigant be indemnified, even though he act with reasonable prudence, except perhaps in cases of a very simple nature. Under the party and party scale in any important matter the successful litigant fails to recover from his opponent a heavy proportion of what are usually the most serious items of his bill of costs—viz., fees to counsel, instructions for brief, and payments to witnesses. In addition to these, he will fail to recover many small payments to his solicitor for letters and other services which could not prudently have been omitted. It is in respect of these payments that the party and party scale on the Chancery side is slightly more favourable than on the Queen's Bench side. By the second scale the allowances are rather higher on the Queen's Bench side than on the Chancery side; the difference, however, between the two scales is not considerable. Neither scale is really reasonable. For instance: no prudent person will, in any serious matter, either bring or defend an action without legal advice. But he will not recover the expense of obtaining such advice, however excellent it may be, and however important in the litigation, even though he may be awarded costs as between solicitor and client. The cost of counsel's opinion on evidence is, nevertheless, allowed in both divisions. On the foregoing grounds the Council are of opinion that the present scale of costs allowed is not satisfactory. They think that in litigious matters the successful party, if he is awarded costs, should be indemnified in respect of all expenses reasonably and properly incurred, and should be left to bear only such costs as have been due to special expenditure or to over-caution, negligence, or the mistake of himself or his advisers. They further think that this rule should be applied to all proceedings in all divisions of the Supreme Court. The above recommendation is, in substance, the same as that adopted by the Council of the Incorporated Law Society, in a report of great value, issued on the 21st of December, 1892. The principle above suggested has been, to some extent, recognized in the Public Authorities Protection Act, 1893, in cases in which public authorities are defendants. There does not appear to be any sound reason for any distinction between cases in which they are plaintiffs and those in which they are defendants; nor any reason why they should be placed in a better position as regards costs than their adversaries, particularly where, as not unfrequently happens, their conduct is of an arbitrary character.

In the House of Commons, on the 6th inst., Mr. MacNeill asked the First Lord of the Treasury whether the name of the gentleman whom it was in contemplation to appoint as an additional judge of the Chancery Division of the High Court would be communicated to the House of Commons before the House was invited to vote public funds for the establishment of this additional judgeship. Mr. Balfour: No, sir; to do so would be contrary to all precedent. Mr. MacNeill asked whether the course he suggested was not followed in the case of the appointment of Judge O'Hagan. Mr. Balfour: That appointment of a judge in the High Court of Ireland was of an exceptional character, and certainly does not carry with it the general principle which the hon. member assumes.

LEGAL NEWS.

APPOINTMENTS.

Mr. ROBERT MOFFAT KERR, solicitor, of the firm of Messrs. Wavell, Kerr, & Kerr, Halifax, has been appointed and admitted a Notary Public for the District of Halifax, also a Perpetual Commissioner for the West Riding of Yorkshire.

Mr. T. D. LAWRANCE, barrister, has been appointed a Revising Barrister on the Midland Circuit.

Mr. Justice Day, the Judge of Assize now going the Oxford Circuit, has filled up the three vacancies among the Revising Barristers for that circuit by the appointment of Mr. F. B. FITZROY COWPER, Mr. W. H. NASH, and Mr. F. W. SHERWOOD. Mr. Fitzroy Cowper was called to the bar in June, 1873, and frequently sits in and near London as a deputy county court judge. Mr. Nash was called to the bar in November, 1873, and is Recorder of Abingdon. Mr. Sherwood was called to the bar in June, 1890; he is the eldest son of the late Mr. William Sherwood, solicitor, clerk of the peace for Reading (who died in March last), and brother of Mr. A. H. Sherwood, now clerk of the peace for Reading, of the firm of Lamb, Brooks, Bullock, & Sherwood, of Reading and Basingstoke. All three gentlemen practise at the Berkshire Sessions.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

JAMES GEORGE ROBERTS and ALFRED KERSHAW, solicitors (Roberts & Kershaw), Luton, and at the Outer Temple, 222 and 225, Strand, London. June 30. The said James George Roberts will on his own account henceforth practice at the above addresses.

CHARLES VERNON YOUNG and WALTER EDWARD WINDSOR, solicitors (C. V. Young & Windsor), 65, Stoke Newington-road, London, and 264, High-road, Tottenham. June 30. [*Gazette*, July 11.

GENERAL.

Mr. Warr, M.P., who for more than a week has been confined to bed through illness, has now been ordered to the baths at Schinznach, Switzerland, and left London this week.

A deputation from the members of the Birmingham City Council, headed by Alderman Cook, waited upon Alderman C. G. Beale on the 11th inst. and presented him with a requisition inviting him to accept nomination as Lord Mayor for the third year in succession. Alderman Beale acceded to the request. Only three other gentlemen have filled the mayoral chair for three years in succession.

The Treasurer, Judge Bayliss, Q.C., and the Benchers of the Inner Temple entertained a considerable number of guests at a garden party and "At Home" in their historical gardens and fine hall on the 11th inst., the treasurer and his grand-daughter, Mrs. Montgomery Baylis, receiving the guests in a handsomely-appointed tent at the entrance to the gardens. The band of the Royal Artillery played a capital selection of music in the gardens, an excellent concert was given in the hall, under the direction of Miss Katie van Noorden, while the choristers of the Temple Church sang several glees in the gardens at intervals. Splendid weather favoured the party, and the scene in the grounds was a most animated one. Among those present were the Master of the Rolls, Viscount and Viscountess Knutsford, Mr. Justice Barnes, Mr. Justice Byrne, Mr. Justice Channell, and Mr. Justice Cozens-Hardy.

A very pointed illustration of one of the chief evils complained of in the recent memorandum of the Bar Council is, says the *Westminster Gazette*, just being afforded by the assizes now being held in South Wales. On Friday last Mr. Justice Bruce concluded the Pembrokeshire assizes held at Haverfordwest. On Monday he went to Lampeter, and, with the usual ceremonies, received a pair of white gloves. Yesterday he opened the commission at Carmarthen. There is no crime in the calendar, and one small civil case which he will dispose of to-day. On Tuesday he will sit at Brecon, and will no doubt spend a pleasant week among the Breconshire and Radnorshire hills. Thus from last Friday evening till next Tuesday morning, the only piece of work put before Mr. Justice Bruce will have been the one small case at Carmarthen. A judge of the High Court receives, roughly speaking, £100 a week and an extra £7 a day while on circuit, and this sort of thing is a common incident of the present circuit system.

In the House of Lords, on the 10th inst., the Earl of Morley asked the Government whether, in a case where the Commissioners of Inland Revenue send a valuer of their own to value an estate for the purposes of estate duty, they could entirely withhold from the person from whom the duty was claimed the figures of such valuation; and whether it was fair and equitable that the commissioners should do so. Viscount Cross said the Commissioners of Inland Revenue acted for the purposes of fixing the estate duty of a property under the 7th section of the Finance Act of 1894. That section provided that the capital value of the property should be what, in their opinion, it would fetch in the open market. There were provisions for enabling them to employ valuers, if they thought necessary, to enable them to form that opinion. There was nothing in the section which compelled them to accept that valuation, and they were in no way bound to inform the persons of whom the duty was claimed of the figures of such valuation. It was, in fact, in the nature of advice upon which they might arrive at whatever decision they thought just. Therefore the Chancellor of the Exchequer said he could see no equitable reason against their declining to give that information.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

July 17.—Mr. JOSEPH STOWER, at the Mart, at 2:—Margate: Freehold Property, known as Crescent House, overlooking Fort-green, let on lease to the Fort-lodge Private Hotel for 40 years from 1897, at £105 per annum. Solicitors, Messrs. HAWES, WOOD, & WARE, London.—Freehold Ground-rents, aggregating to £256 10s. per annum, arising out of properties covering an area of nearly four acres, situate in Peckham and Camberwell, with early reversion to the rack-rents, estimated at about £3,000 per annum, or to possession, for more profitable building development. Solicitors, Messrs. LAWRENCE, GRAHAM, & CO., London.—On the River Medway: Freehold Estate, in the parish of Stoke, eight miles from Strood and Rochester, comprising about 734 acres, with a capital residence, surrounded by pleasure garden, with orcharding and numerous outbuildings; Medway saltings extend to nearly 300 acres, and contain practically inexhaustible deposits of clay used in the manufacture of cement. Also the Nag's Head Inn, fully licensed, in the village of Lower Stoke. The whole property is let on lease, and produces a rental (including the clay royalty of about £180) of nearly £570 per annum. Solicitors, Messrs. DAWSON, BENNETT, & RYDE, London. (See advertisements, June 24, p. 4.)

July 18.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2:—Hampton-wick, between Hampton-wick Station and Bushey-park: Five Freehold Residences, situate in Cedars-road and Vicarage-road; let at £225 per annum. Freehold Ground-rents, amounting to £95 15s. 6d. per annum, secured upon three private residences and business premises in Vicarage-road, with reversion in 83 years to the rack-rentals. Also 27 Plots of Freehold Building Land. Solicitors, Messrs. Hewitt, Preston, & Co., London.—City of London: Freehold Properties in Aldersgate-street, having an area of 3,255 square feet, offering capital sites for the erection of modern premises. Solicitors, Messrs. Lovell, Son, & Pittield, London.—Staines: About 18 acres of Freehold and part Copyhold Building and Accommodation Land, on a gravel subsoil, within a few minutes' walk of the River Thames. A large portion of the land is ripe for immediate building operations. Solicitors, Messrs. Paine & Bristol, Chertsey, and Messrs. Partridge & Wilson, Bury St. Edmunds. (See advertisements, July 1, p. 5.)

July 19.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—Residential Property on the borders of the New Forest, with grounds of about 11 acres. Solicitors, Messrs. Caprons, Hitchins, Brabant, & Hitchins, London.—A Small Estate of long Leasehold Properties situated at Dalston, Highbury Vale, and New North-road. Solicitor, W. G. S. Smith, Esq., Hoxton.—Enfield: Freehold Family Residence at the corner of Byculiah-road, about 8 minutes' walk from the G.N. Ry. Station. Solicitors, Messrs. Pontifex, Hewitt, & Pitt, London.—Catford: Four Private Residences, close to the L.C. & D. and S.E. Ry. Stations. Solicitors, Messrs. Bate & Co., London.

July 20.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:

REVERSIONS:
- To £550, first charge upon a Trust Estate; lady aged 77. Solicitors, Messrs. Oldfield, Bartram, & Oldfield, London.
- To One-seventh of One-sixth of One-seventh of a Trust Estate, represented by India Stock, &c., value £11,000; lady aged 59; with contingencies and policy. Solicitors, Messrs. Douglas Norman & Co., London.
- To One-twenty-fourth of £7,506 Consols; lady aged 60. Solicitor, W. F. Foster, Esq., London.
- To One-fourth of £4,594 India 3½ per cent. Stock; lady aged 51. Solicitor, Arthur Pyke, Esq., London.
- To One-Third of £4,000 on Mortgage; lady aged 72. Solicitors, Messrs. Crosse & Sons, London.
- To £7,000 of a Trust Fund; lady aged 43, provided gentleman aged 38 survive her; with policies. Solicitors, Messrs. Campbell & Parry, London.
- To One-fifth of a Trust Estate, value £25,000, in American Railway Stocks; lady aged 62. Solicitors, Messrs. England & Co., Halifax.

REVERSIONARY LIFE INTEREST of a gentleman aged 35, on decease of lady aged 69, in a Trust Fund of £1,125 per annum, with policies. Solicitor, Casson Perrott Smith, Esq., London.

POLICIES:
- For £1,000, £1,000. Solicitors, Messrs. Boulton, Sons, & Sandeman, London.
- For £1,000, £1,000, £500, £500, £500, £500, £200, £200, £100, £100, £100. Solicitors, Messrs. Nash, Field, & Co., London.
- For £700. Solicitors, Messrs. Crosse & Sons, London.
- For £500. Solicitors, Messrs. Grant, Bulcraig, & Co., London.

STOCKS, SHARES, AND DEBENTURES. Solicitors, Messrs. Wetherfield, Son, & Baines, London, and Messrs. Bartlett & Sons, Sherborne. (See advertisements, this week, back page.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUSTRALIAN CITIES INVESTMENT CORPORATION, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Edward William Fellgate, 63 and 64, New Broad st

BORDEAUX TRAMWAYS AND OMNIBUS CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Eland & Co, 4, Trafalgar sq, solors to liquidators

BRISTOL MEAT CO, LIMITED—Creditors are required, on or before Aug 19, to send their names and addresses, and the particulars of their debts or claims, to James Cossins, Carlton chmbrs, Bristol. Lawrence & Co, Bristol, solors to liquidator

CHARLES COLMAN & CAZALY, LIMITED—Creditors are required, on or before Aug 16, to send their names and addresses, and the particulars of their debts or claims, to William Henry Kidson, 2, Gresham bldgs, Basinghall st. Freeman & Son, 7, Foster lane, solors to liquidator

ENGLISH FIBRE INDUSTRIES, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 12, to send their names and addresses, and the particulars of their debts or claims, to John George Craggs, 52, Coleman st

H. BIRD WILSON & CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts and claims, to Joseph West, 14, North John st, Liverpool

HOME RAILWAYS AND INVESTMENT CORPORATION, LIMITED—Creditors are required, on or before Aug 9, to send their names and addresses, and the particulars of their debts or claims, to Duncan F. Basden, 33, St Swithin's lane. Harwood, 31, Lombard st, solor

MYSORE REEFS (KANGUNDY), LIMITED—Creditors are required, on or before Aug 18, to send their names and addresses, and the particulars of their debts or claims, to Henry Ward, 9, Queen st pl. Francis & Johnson, 19, Great Winchester st, solors to liquidator

NEW BRUNSWICK AND NOVA SCOTIA LAND CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 9, to send their names and addresses, and the particulars of their debts or claims, to the liquidators, care of Mr Frederick William Smith, 24 and 25, Basinghall st. Trinder & Co, 156, Leadenhall st, solors for liquidators

PRODUCTS DISTRIBUTION CO, LIMITED—Creditors are required, on or before Aug 2, to send their names and addresses, and the particulars of their debts or claims, to William Brock Keen, 3, Church ct, Old Jewry. Ranger & Co, 17, Fenchurch st, solors for liquidator

London Gazette.—TUESDAY, July 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABBOTSLEIGH TEA ESTATE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 21, to send the particulars in writing of their claims or demands to Christopher B. Smith, 7, Grove End rd

ACETYLENE CYCLE LAMP SYNDICATE, LIMITED—Petn for winding up, presented July 6, directed to be heard on Wednesday, July 19. Taylor, 49, Wool Exchange, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 18

ALCATRAZ, LIMITED—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts and claims, to Grosvenor George Walker, 19, St Swithin's lane

ANTIMONY GOLD AND COMPLEX ORES EXTRACTION CO, LIMITED—Petn for winding up, presented July 6, directed to be heard on July 19. Cox & Lafone, 17, Tower Royal, Cannon st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 18

G. MULLER & Co, LIMITED—Petn for winding up, presented July 5, directed to be heard on July 19. Munns & Longden, 8, Old Jewry, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 18

HARRY HILCKES & Co, LIMITED—Petn for winding up, presented July 4, directed to be heard on July 19. Holder & Wood, 40, Cheapside, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 18

LINDALL'S CYCLE FITTINGS CO, LIMITED (THE FIRST CO OF THAT NAME) (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 31, to send in their names and addresses, and the particulars of their debts or claims, to William Wallace Woodman, 9, Hunton rd, Gravelly Hill, nr Birmingham

METROPOLITAN MUSIC HALL SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 22, to send their names and addresses, and the particulars of their debts or claims, to Tom Mundy, 267, Edgware rd. Wells & Son, 16, Paternoster row, solors for liquidator

R. J. WATKINSON & Co, LIMITED—Creditors are required, on or before Aug 25, to send their names and addresses, and the particulars of their debts or claims, to Walter Edgar Fowkes, Temple Courts, Temple row, Birmingham

STERLING SYNDICATE, LIMITED—Creditors are required, on or before Aug 21, to send their names and addresses, and the particulars of their debts or claims, to Godfrey Louis Lyons, 76, Cornhill. Hays & Co, 31, Abchurch lane, solors for liquidator

FRIENDLY SOCIETY DISSOLVED.

HIGH LANE MEN'S SICK CLUB OR SOCIETY, Red Lion Inn, High Lane, Stockport, Chester. July 3

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 30.

ADLER, JOHN JULIUS, Fulham July 28 Maddisons, King's Arms yard

ASHCROFT, HUGH, Eccles, Lancs July 22 Bowden, Manchester

BAILEY, HENRY, Islington Aug 1 Turner, Leadenhall st

BARRACLOUGH, WILLIAM, Burnham, Bucks July 31 Jobson, Lincoln's inn fields

BLISS, MARY, Sydenham July 31 Rundle & Hobrow, Basinghall st

BORLASE, WILLIAM COPELAND, Bedford court mansions, Bloomsbury July 30 Negus, Bloomsbury sq

BOWMAN, CHARLES SINGLETON, Selby, York, Innkeeper Aug 27 Parker & Parker, Selby

BURRELL, JOHN JOSHUA, Leeds, Solicitor Aug 1 Overend, Leeds

CARVER, MARY ANN, Nottingham Aug 8 Goodall & Son, Nottingham

COOPER, HENRY, Greek st, Soho, Chemist Sept 1 Coldham, New inn, Strand

DERRIX, GEORGE, Liverpool, Master Mariner Aug 1 Horrocks & Jones, Liverpool

DENNIS, MARTHA, Stoke Newington July 31 Chandler, Copthall av

DUNN, EDMUND ARNOLD, Regent st, Tailor Aug 1 Venn & Woodcock, New inn, Strand

ELLIS, CHARLES, Sheffield, Silver Plater Aug 12 Addy, Sheffield

EMMETT, MARY ANN, Manchester July 20 Cartwright & Cunningham, Paternoster row

FARLEY, MARTHA ANN, Stockton July 28 Hodding & Jackson, Salisbury

FLETCHER, JOHN, South Lambeth rd, Vauxhall July 31 Roche & Son, Old Jewry

FOSTER, JOSEPH, Nottingham, Tailor July 29 Whitworth, Nottingham

GASCOIGNE, EMMA, Sheffield, Boot Dealer Aug 14 Furnies & Co, Sheffield

GIBSON, LOUISANNA, Blackwater, Hants Aug 26 Watson & Son, Letterworth

GULLIVER, BENJAMIN, Southampton, Wine Merchant July 23 Coxwell & Pope, Southampton

HAWKINS, SARAH, Wightwick, nr Wolverhampton July 30 Thursfield & Mossiter, Wednesbury

HILST, CHARLES LOUIS, Lille, France July 27 Rehders & Higgs, Mincing la

HOPKINS, ROBERT JOHN, Reading July 31 Lake & Lake, New sq, Lincoln's inn

HUMPHRIES, GEORGE LANGSTAFF, Ramshaw Heugh, Durham, Farmer July 31 Jennings, Bishop Auckland

JOHNSON, RICHARD, Eccles, Lancs July 22 Bowden, Manchester

LAMB, THOMAS MYLES, Lancaster, Wine Merchant Aug 17 Johnson & Tilley, Lancaster

MICHOLLS, HENRY, Prince's gate Aug 1 Parker & Co, St Michael's Rectory, Cornhill

PEASE, MARY BEAUMONT, Gloucester sq, Hyde pk Aug 23 Carlisle & Co, New sq, Lincoln's inn

PENDERTHY, HENRY, Canterbury, New Zealand Oct 30 Bolton & Co, Temple gdns, Temple

PERFECT, ELIZA CAROLINE, Bath July 31 Clarke & Calkin, John st, Bedford row

POWELL, JOHN, Abergavenny, Mon, Innkeeper July 31 Hodgens, Abergavenny

POYSER, ELIZABETH FRANCES, Manchester Aug 1 Dixon & Linnell, Manchester

REECE, Rev WILLIAM, Lincoln Aug 2 Radford & Frankland, Chancery la

ROGERSON, EDWARD JOHN, Ripley, York, Rope Manufacturer Aug 1 Mather & Dickinson, Newcastle upon Tyne

SENIOR, ELIZABETH, Batley, York Sept 1 Brearley, Batley

SIBBALD, THOMAS, Bishop Auckland, Durham, Seed Merchant Aug 12 J & R D Proud, Bishop Auckland

SKUDDER, WILLIAM EDWIN, Rotherhithe, Mill Furnisher July 29 Appleton, Portugal st, Lincoln's inn fields

STANSER, ELIZABETH, Nottingham July 31 Wilkinson, St Helen's pl

SUMMERS, MARGARET, Iver Heath, nr Uxbridge Aug 14 England & Co, Hull

SYDENHAM, ALBERT, Weston super Mare, Ironmonger July 28 Wansbrough & Co, Bristol

TAPP, MARY ANNE, Bradford, Wilts July 31 Keary & Co, Chippenham

TAYLOR, THOMAS, Llangarren, Hereford, Farmer Aug 1 Davies & Harris, Ross

TAYLOR, THOMAS DANIEL, Bournemouth, Veterinary Surgeon July 27 Taylor & Wheatcroft, Burton on Trent

TRAVIS, FRANCIS, Old Swan, Lancs, Joiner Aug 1 White, Liverpool

VICKERS, WILLIAM, Dry Doddington, Lincoln, Farmer July 31 Larken & Co, Newark on Trent

WALKER, ANN, Ashton under Lyne Aug 5 Ellison, Ashton under Lyne

WALLWORK, JOHN, Swinton, nr Manchester Aug 11 Bowden & Co, Manchester

WATERHOUSE, ELEANOR ELIZABETH, Bridlington Aug 12 Rodgers & Co, Sheffield

WILSON, JOHN, St Helens, Lancs Aug 1 Haslam & Co, St Helens

WRIGHT, GEORGE, Clerkenwell, Licensed Broker July 29 Lea & Lea, Old Jewry chmbrs

WRIGHT, JOSEPH EMSLEY, Liverpool, Auctioneer July 31 Brenner & Co, Liverpool

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 7.

RECEIVING ORDERS.

BAILEY, R DOUGLAS, South Kensington High Court Pet June 3 Ord July 3

BLACKBURN, ARTHUR, and JAMES WALKER, Cleckheaton, Yorks, Electrical Engineers Bradford Pet July 4 Ord July 4

BROOKER, LAWRANCE WILLIAM, Linton, nr Maidstone, Grocer Maidstone Pet July 3 Ord July 3

CANHOE, HENRY, Leicester, Grocer Leicester Pet July 5 Ord July 5

CHATTELL, JAMES WILLIAM, Burton on Trent, Confectioner Burton on Trent Pet July 4 Ord July 4

CONWAY, SARAH ANN, Devonport, Devon, General Dealer Plymouth Pet July 5 Ord July 5

COUSENS, WILLIAM, Cockspur st High Court Pet May 20 Ord July 3

CUMBERLAND, ARTHUR ETHELBERT HAMILTON, Catford Hill, Kent High Court Pet May 19 Ord July 3

DEAN, HENRY C, St Swithin's ln High Court Pet June 18 Ord July 3

EKE, R, Lewisham Builder Greenwich Pet June 6 Ord July 4

FOX, SAMUEL BUCKLEY, Oldham, Mill Manager Oldham Pet July 1 Ord July 1

FROST, ERNEST ST JOHN, Lewisham Greenwich Pet June 2 Ord July 4

GAMMON, ALFRED GEORGE, Morthoe, Devon, Cab Proprietor Barnstaple Pet June 9 Ord July 4

GRAHAM, WALTER MORROW, Hartlepool Sunderland Pet June 20 Ord July 3

HISCOCK, ROBERT SCIVER, Lower Hagley, Worcester, Company's Secretary Stourbridge Pet June 15 Ord July 3

HOMER, THOMAS, Stockton on Tees, Labourer Stockton on Tees Pet July 4 Ord July 4

INGHAM, THOMAS, and FREDERICK SUTCLIFFE, Morecambe, Lancs, Plumbers Preston Pet April 22 Ord July 5

JACKSON, JOHN FLETCHER, Middlewich, Printer Nantwich Pet July 3 Ord July 3

JACKSON, WILLIAM, Coalville, Leicester, Frame Fitter Derby Pet July 4 Ord July 4

JONES, HENRY, Rusholme, Manchester, Schoolmaster Manchester Pet July 3 Ord July 3

JOY, WILLIAM LOMAS, Beverley, York, Seed Crusher Kingston upon Hull Pet June 20 Ord July 4

KOOPMAN & Co, Duke st, Aldgate, Manufacturers High Court Pet May 20 Ord July 5

MARTIN, ALBERT THOMAS, Long Eaton, Derbys, Builder Derby Pet July 5 Ord July 5

MESSER, SOLOMON JOSEPH, Kilburn, Diamond Merchant High Court Pet June 14 Ord July 5

MORRIS, ROBERT H, Liverpool, General Produce Broker Liverpool Pet May 29 Ord June 22

MYERS, EDWARD, Wibsey, nr Bradford, Hairdresser Bradford Pet July 4 Ord July 4

NELSON, THOMAS YOUNG, Leeds, Grocer Leeds Pet July 3 Ord July 3

RICHARDSON, WILLIAM HENRY, Gretton, Northampton, Cake Agent Leicester Pet July 4 Ord July 4

ROOD, FREDERICK WICKHAM, Brighton, Grocer Brighton Pet July 3 Ord July 3

SAXELBY, HERBERT, Ironmonger in, Solicitor High Court Pet June 29 Ord July 6

SHINGLES, JOHN ROWLAND, Bream, Glos, Licensed Victualler Newport, Mon Pet July 4 Ord July 4

SIMPSON, JOHN, Bradford, Tinner Bradford Pet July 5 Ord July 5

STUART, ALEXANDER, Penmaenmawr, Carnarvons, Hotel Keeper Bangor Pet June 19 Ord June 30

TANNER, HENRY, Malvern Link, Worcesters, Cab Proprietor Worcester Pet July 1 Ord July 1

TANNER, WILLIAM BARNETT, Margate, Furniture Dealer Canterbury Pet July 4 Ord July

THOMAS, EVAN, Carmarthen, Haulier Carmarthen Pet July 3 Ord July 3

TURNER, GEORGE BURCHATT, Shepherd's Bush, Jobbing Carpenter High Court Pet July 4 Ord July 4

VAUGHAN, LEWIS EDWARD, Oswestry Wrexham Pet June 22 Ord July 3

WALKER, JAMES, Leeds, Commission Agent Leeds Pet July 3 Ord July 3

WHITE, JOHN CHARLES, Slaithwaite, nr Huddersfield, Boot Maker Huddersfield Pet July 1 Ord July 1

WHITELEY, FREDERICK, Leeds, Draper Leeds Pet July 4 Ord July 4

WILLIAMSON, JOHN, Ulverston, Licensed Victualler, Barrow in Furness Pet July 3 Ord July 3

WOODWARD, MARY EMMA, Crookes, Sheffield, Grocer Sheffield Pet July 4 Ord July 4

FIRST MEETINGS.

ADAM, GEORGE, North Shields, Builder July 17 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

AITCHISON, CHARLIE, Rochdale, Cycle Agent July 18 at 11.15 Townhall, Rochdale

BAILEY, R DOUGLAS, South Kensington July 17 at 2.30 Bankruptcy bldgs, Carey st

BANES, ALFRED EDWARD, Wolverhampton, Grocer July 18 at 11 Off Rec, Wolverhampton

BOORMAN, JOHN LAWSON, Sittingbourne, Kent, Butcher's Assistant July 17 at 12 118, High st, Rochester

BROOKES, LAWRANCE WILLIAM, Linton, nr Maidstone, Grocer July 14 at 10.30 Off Rec, 9, King st, Maidstone

CARHART, TOM, Crewkerne, Hotel Keeper July 14 at 1 Off Rec, Endless st, Salisbury

COATES, WILLIAM, Austwick, Yorks, Grocer July 18 at 11 Off Rec, 31, Manor row, Bradford

COUSENS, WILLIAM, Cockspur st July 17 at 12 Bankruptcy bldgs, Carey st

CUMBERLAND, ARTHUR ETHELBERT HAMILTON, Catford Hill, Kent July 18 at 12 Bankruptcy bldgs, Carey st

DEAN, HENRY C, St Swithin's lane July 17 at 11 Bankruptcy bldgs, Carey st

DOBSON, HENRY BEARDMORE, Leeds, Tobacco Merchant July 17 at 3 Off Rec, 22, Park row, Leeds

DUXBURY, JAMES, St Helens, Lancs, Newsagent July 19 at 12 Off Rec, 35, Victoria st, Liverpool

ELIOT, ARTHUR, Northumberland st, Marylebone rd, Actor July 14 at 2.30 Bankruptcy bldgs, Carey st

EVANS, JAMES FREDERICK, Redstone, nr Narberth, Pembroke, Tailor July 14 at 12.30 Temperance Hall, Pembroke Dock

FISHER, THOMAS WILLIAM, Kingsland, Licensed Victualler July 14 at 12 Bankruptcy bldgs, Carey st

FRANCE, CHARLES GEORGE, Hornsey, Hosier July 14 at 11 Bankruptcy bldgs, Carey st

GIBBS, GEORGE, Somerby, Leicesters, Draper July 14 at 12.30 Off Rec, 1, Berridge st, Leicester

JONES, HENRY, Rusholme, Manchester, Schoolmaster July 14 at 2.30 Off Rec, Byron st, Manchester

MCCRACKEN, HENRY EDWARD, Wolverhampton, Draper July 14 at 12 Off Rec, Wolverhampton

METCALFE, WILLIAM, Horsforth, York, Blacksmith July 14 at 3 Off Rec, 22, Park row, Leeds

MORGAN, WILLIAM, Willenhall, Staffs, Baker July 18 at 11.30 Off Rec, Wolverhampton

NELSON, THOMAS YOUNG, Leeds, Grocer July 14 at 12.30 Off Rec, 22, Park row, Leeds

PAYNE, WILLIAM, St Anne's on the Sea, Lancs July 14 at 3.30 Off Rec, 14, Chapel st, Preston

RAMSDEN, BENJAMIN TURTON, Hunslet, Leeds, Butcher July 14 at 11 Off Rec, 22, Park row, Leeds

ROBB, WILLIAM, North Walsham, Norfolk, Travelling Draper July 14 at 3.30 Off Rec, 8, King st, Norwich

ROOD, FREDERICK WICKHAM, Brighton, Grocer July 14 at 12 Off Rec, 4, Pavilion bldgs, Brighton

SAXELBY, HERBERT, Ironmonger in, Solicitor July 17 at 12 Bankruptcy bldgs, Carey st

SENIOR, HEMINGWAY, Earlsheaton, nr Dewsbury, Licensed Victualler July 14 at 3 Off Rec, Bank chmbrs, Batley

SKARDON, WILLIAM, Plymouth, Commission Agent July 14 at 3 Off Rec, 6, Athenæum ter, Plymouth

SKERRITT, THOMAS HENRY, Irthlingborough, Shoe Manu-

facturer July 17 at 12.30 Off Rec, County Court bldgs, Sheep st, Northampton

SMALES, JOHN, Great Horton, Bradford, Manager July 17 at 12 Off Rec, 31, Manor row, Bradford

SMALES BROS & Co, Great Horton, Bradford, Manufacturers July 17 at 11 Off Rec, 31, Manor row, Bradford

SMITH, FRANK BEAUMONT, Rochdale, Refreshment house Keeper July 18 at 12 Townhall, Rochdale

TANNER, HENRY, Malvern Link, Worcesters, Cab Proprietor July 15 at 11 45, Copenhagen st, Worcester

WALKER, RICHARD SHERRATT, Walsall, Provision, Dealer July 14 at 3 Off Rec, 172, High st, Southampton

WELLS, JAMES, and CLAUDIUS WELLS, East Dereham, Norfolk, Coachbuilders July 15 at 1 Off Rec, 8, King st, Norwich

WHITE, JOHN CHARLES, Slaithwaite, nr Huddersfield, Boot Maker July 17 at 12 19, John William st, Huddersfield

YATES, ELIZABETH, Leicester, Costumier July 14 at 3 Off Rec, 1, Berridge st, Leicester

ADJUDICATIONS.

ANDREWS, FREDERICK, London wall, Financial Agent High Court Pet June 6 Ord July 1

BLACKBURN, ARTHUR, and JAMES WALKER, Cleckheaton, Yorks, Engineers Bradford Pet July 4 Ord July 4

BROOKER, LAWRANCE WILLIAM, Linton, nr Maidstone, Grocer Maidstone Pet July 3 Ord July 3

BRYANT, GEORGE, Seacombe, Cheshire, Milk Dealer Birkenhead Pet June 7 Ord July 3

CHATTELL, JAMES WILLIAM, Burton on Trent, Confectioner Burton on Trent Pet July 4 Ord July 4

COCHRANE, ALEXANDER BASIL, South Kensington High Court Pet May 25 Ord July 4

CONWAY, SARAH ANN, Devonport, General Dealer Plymouth Pet July 5 Ord July 5

COUVES, EDWARD JAMES, Lansdown rd, Stockwell, Licensed Victualler High Court Pet June 8 Ord July 1

DEAKIN, ALFRED NORMAN, Coventry, Manager Coventry Pet June 17 Ord July 3

DUXBURY, JAMES, St Helens, Lancs, Newsagent Liverpool Pet May 25 Ord July 4

FOX, SAMUEL BUCKLEY, Oldham, Mill Manager Oldham Pet July 1 Ord July 1

HANHAM, ABDIEL, Graveney, Kent Canterbury Pet May 30 Ord July 3

HENDERSON, DONALD DAVID, West Kensington High Court Pet April 17 Ord July 1

HISCOCK, ROBERT SCIVER, Lower Hagley, Worcester, Company's Secretary Stourbridge Pet June 15 Ord July 5

HOMER, THOMAS, Stockton on Tees, Labourer Stockton on Tees Pet July 4 Ord July 4

INRIG, ALEC GAVAN, White Post ln, Victoria Park, Electrical Engineer High Court Pet June 8 Ord July 1

JACKSON, JOHN FLETCHER, Middlewich, Printer Nantwich Pet July 3 Ord July 3

JACKSON, WILLIAM, Coalville, Leicesters, Frame Fitter Derby Pet July 4 Ord July 4

JEFFERSON, HERBERT, Pontefract, Yorks, Tailor Wakefield Pet Feb 20 Ord July 4

JONES, HENRY, Manchester, Schoolmaster Manchester Pet July 3 Ord July 3

JOY, WILLIAM LOMAS, Kingston upon Hull, Seed Crusher Kingston upon Hull Pet June 20 Ord July 4

LANG, CHARLES EDMUND, Canterbury, Licensed Victualler Canterbury Pet May 23 Ord July 3

LUTON, WALTER SIDNEY, Poplar High Court Pet May 27 Ord July 1

MARTIN, ALBERT THOMAS, Long Eaton, Derbys, Builder Derby Pet July 5 Ord July 5

MYERS, EDWARD, Wibsey, nr Bradford, Hairdresser Bradford Pet July 4 Ord July 4

NELSON, THOMAS YOUNG, Leeds, Grocer Leeds Pet July 3 Ord July 3

RICHARDSON, WILLIAM HENRY, Gretton, Northampton, Cake Agent Leicester Pet July 4 Ord July 4

ROOD, FREDERICK WICKHAM, Brighton, Grocer Brighton Pet July 3 Ord July 3

SHINGLES, JOHN ROWLAND, Bream, Glos, Licensed Victualler Newport, Mon Pet July 4 Ord July 4

SIMPSON, JOHN, Bradford, Tinner Bradford Pet July 5 Ord July 5

STRINGER, WILLIAM JAMES, Wood st, Licensed Victualler High Court Pet June 8 Ord July 1

SUTER, THOMAS, Havant, Hants, Printer Portsmouth Pet June 24 Ord July 1

TANNER, HENRY, Malvern Link, Worcesters, Cab Proprietor Worcester Pet July 1 Ord July 1

THOMAS, EVAN, Carmarthen, Haulier Carmarthen Pet July 3 Ord July 5

TURNER, GEORGE BURCHATT, Shepherd's Bush, Jobbing Carpenter High Court Pet July 4 Ord July 4

WALKER, JAMES, Leeds, Commission Agent Leeds Pet July 3 Ord July 3

WARD, THOMAS, St Leonards on Sea, Sussex Hastings Pet June 1 Ord July 1

WHITE, JOHN CHARLES, Slaithwaite, nr Huddersfield, Boot Maker Huddersfield Pet July 1 Ord July 1

WHITELEY, FREDERICK, Leeds, Draper Leeds Pet July 4 Ord July 4

WILLIAMSON, JOHN, Ulverston, Licensed Victualler Barrow in Furness Pet July 3 Ord July 3

WOODWARD, MARY EMMA, Crookes, Sheffield, Grocer Sheffield Pet July 4 Ord July 4

Amended notices substituted for those published in the London Gazette of July 4:

GLEDHILL, GEORGE, Elland, Yorks, Wholesale Confectioner Halifax Pet June 29 Ord June 29

HODGSON, NATHAN BAILEY, JOHN WILLIAM HODGSON, WILLIAM HODGSON, and ANN HELENA HODGSON, Yeadon, nr Leeds, Woollen Manufacturers Leeds Pet June 1 Ord June 26

London Gazette.—TUESDAY, July 11.

RECEIVING ORDERS.

ALLEN, DAVID, Treherbert, Glam, Shoeing Smith Pontypridd Pet July 4 Ord July 4

BOYES, ROBERT, West Hartlepool, Labourer Sunderland Pet July 6 Ord July 6

BROWN, THOMAS, King's Lynn, Norfolk, Watchmaker King's Lynn Pet June 15 Ord July 5

CARMONT, HAZELWOOD, Kingston on Thames, Kingston, Surrey Pet May 13 Ord July 6

CARTWRIGHT, ISHMAEL, Llandudno, Coachbuilder Bangor Pet July 6 Ord July 6

COCKELL, WILLIAM JAMES, Twickenham, Builder Brentford Pet July 6 Ord July 6

COMINGHAM, HENRY EVELYN, Bath Bath Pet June 24 Ord July 8

DAVIES, THOMAS, Cilycwm, Carmarthens, Farmer Carmarthen Pet July 6 Ord July 6

ELDRED, VINCENT JOSEPH, Queen Victoria st, Solicitor High Court Pet June 8 Ord July 7

ENTWISTLE, RICHARD, Leicester, Carpenter Leicester Pet July 8 Ord July 8

EVANS, HENRY, Derby, Rent Collector Derby Pet July 7 Ord July 7

FENWICK, THOMAS, New Broad st, Financial Agent High Court Pet May 26 Ord July 7

GLASS, EDWARD CONNING, Kensington Garden ter High Court Pet June 14 Ord July 7

JAMES, RICHARD LEWIS, Camberwell, Dairyman High Court Pet June 17 Ord July 7

JONES, WALTER, Lampeter, Cardigans, Greengrocer Carmarthen Pet July 6 Ord July 6

LAZARUS, LAWRENCE, Mile End rd, Cigar Manufacturer High Court Pet July 6 Ord July 6

LORD, JOHN, Rochdale, Steam Tenter Rochdale Pet July 7 Ord July 7

MARSDEN, AARON, Northwich, Builder Nantwich Pet July 7 Ord July 7

MARSDEN, JOHN WILLIAM, Leeds Leeds Pet July 7 Ord July 7

MITCHELL, WILLIAM, Leasingham, Lincs, Farmer Boston Pet July 8 Ord July 8

MORRIS, JOHN WILLIAM, Radcliffe, Lancs, Mechanical Engineer Bolton Pet July 6 Ord July 6

MUSGRAVE, HENRY, Leeds, Cloth Manufacturer Leeds Pet July 5 Ord July 5

PRINCE, JAMES, Lewes, Horse Trainer Lewes Pet June 22 Ord July 6

PUNCH, JAMES, Middlesborough, Cabinet Maker Middlesborough Pet July 6 Ord July 6

RICHARDS, CHARLES THOMAS, Norton in the Moors, Staffs, Engine Fitter Hanley Pet July 6 Ord July 6

SANDERS, HARRY REED, Torquay, Baker Exeter Pet July 6 Ord July 6

SCOTT, JOHN WHITWELL, Sheffield, Journalist Sheffield Pet July 7 Ord July 7

WEBBER, PERCY, Babbicombe, Torquay, Tailor Exeter Pet July 5 Ord July 5

WHARTON, JOHN THOMAS, Dronfield, Derby, Beerhouse Keeper Chesterfield Pet July 8 Ord July 8

WILLIAMS, CHARLES FREDERICK, Milford Haven, Pembroke, Grocer Pembroke Dock Pet July 5 Ord July 5

WILLIAMS, MESHACH, Caerphilly, Glam, Builder Pontypridd Pet July 8 Ord July 8

WILSON, DAVID MILLIGAN, Upper Edmonton, Physician Edmonton Pet July 6 Ord July 6

WISE, HENRY, Pentre, Glam, Boot Dealer Pontypridd Pet July 6 Ord July 6

FIRST MEETINGS.

BLACKBURN, ARTHUR, and JAMES WALKER, Cleckheaton, Yorks, Engineers July 20 at 11 Off Rec, 31, Manor row, Bradford

BROWN, THOMAS, King's Lynn, Norfolk, Watchmaker July 20 at 2 Auction Mart, Tokenhouse yard

CAMIDGE, HENRY, Leicester, Grocer July 18 at 12.30 Off Rec, 1, Berridge st, Leicester

COCKRELL, JOHN, Prestbury, Glos, Saddler July 20 at 10 County Court bldgs, Cheltenham

COURT, PHILIP HENRY, Birmingham, Clerk July 19 at 12 174, Corporation st, Birmingham

DARE, SAMUEL, Bristol, Groom July 19 at 12 Off Rec, Baldwin st, Bristol

EVANS, THOMAS, Tredegar, Mon, Grocer July 18 at 3 135, High st, Merthyr Tydfil

FARMER, RICHARD CECIL, Hartfield, Sussex, Builder July 19 at 2.30 Parris's Office, 65, High st, Tunbridge Wells

FERGUSON, THOMAS, West Auckland, Durham July 18 at 2 Three Tuns Hotel, Durham

GLASS, EDWARD CONNING, Kensington gdn ter July 19 at 2.30 Bankruptcy bldgs, Carey st

INSHAW, JOHN G, Aston, Warwick, Paper Manufacturer July 19 at 11 174, Corporation st, Birmingham

JACKSON, WILLIAM, Coalville, Leicesters, Frame Fitter July 18 at 11 Off Rec, 40, St Mary's gate, Derby

JAMES, RICHARD LEWIS, Camberwell, Dairyman July 19 at 12 Bankruptcy bldgs, Carey st

JONES, ARTHUR, Putney, Butcher July 18 at 11.30 24, Railway app, London Bridge

KOOPMAN & Co, Aldgate, Manufacturers July 18 at 12 Bankruptcy bldgs, Carey st

LAZARUS, LAWRENCE, Mile End rd, Cigar Manufacturer July 18 at 2.30 Bankruptcy bldgs, Carey st

MESSER, SOLOMON JOSEPH, Kilburn, Diamond Merchant July 18 at 11 Bankruptcy bldgs, Carey st

MORRIS, JOHN WILLIAM, Radcliffe, Lancs, Mechanical Engineer July 19 at 10.30 Off Rec, 16, Wood st, Bolton

MORRIS, ROBERT, Liverpool, General Produce Broker July 26 at 12 Off Rec, 35, Victoria st, Liverpool

MYERS, EDWARD, Bradford, Hairdresser July 19 at 12 Off Rec, 31, Manor row, Bradford

RICHARDSON, WILLIAM HENRY, Gretton, Northamptons, Cake Agent July 18 at 3 Off Rec, 1, Berridge st, Leicester

ROGERS, CATHERINE, Whiston, Lancs July 25 at 12 Off Rec, 35, Victoria st, Liverpool

RUFFHEAD, WALTER WILLIAM ARTHUR, New Bond st, Licensed Victualler July 20 at 12 Bankruptcy bldgs, Carey st

SANDERS, HARRY REED, Torquay, Baker July 26 at 10.45 Off Rec, 13, Bedford circus, Exeter

SIMPSON, JOHN, Bradford, Tinner July 21 at 11 Off Rec, 31, Manor row, Bradford

STRINGER, WILLIAM JAMES, Wood st, Licensed Victualler July 19 at 12 Bankruptcy bldgs, Carey st

THOMAS, EVAN, Carmarthen, Haulier July 18 at 11 Off Rec, 4, Queen st, Carmarthen

UNWIN, ALFRED JOSEPH, Lexden, Essex, Engineer July 20 at 2 Cups Hotel, Colchester

WATSON, WILLIAM EDWARD, Queen Victoria st July 19 at 11 Bankruptcy bldgs, Carey st

WEBBER, PERCY, Torquay, Tailor July 26 at 10.45 Off Rec, 13, Bedford circus, Exeter

WHITELEY, FREDERICK, Leeds, Draper July 19 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

ALLEN, DAVID, Treherbert, Glam, Shoeing Smith Pontypridd Pet July 4 Ord July 4

BAILEY, RICHARD DOUGLAS, South Kensington High Court Pet June 2 Ord July 6

BAKER, CHARLES JAMES, Acton, Builder Brentford Pet April 6 Ord July 7

BARNES, GEORGE, Watford, Herts, Musical Instrument Dealer St Albans Pet June 16 Ord July 6

BOYES, ROBERT, West Hartlepool, Labourer Sunderland Pet July 6 Ord July 6

BRADLEY, CHARLOTTA HELENA, Old Bond st, Dressmaker High Court Pet June 21 Ord July 7

CARTWRIGHT, ISHMAEL, Llandudno, Coachbuilder Bangor Pet July 6 Ord July 6

COURT, PHILIP HENRY, Birmingham, Clerk Birmingham Pet June 16 Ord July 7

COUSENS, WILLIAM, Cockspur st High Court Pet May 10 Ord July 6

DAVIES, THOMAS, Cilycwm, Carmarthens, Farmer Carmarthen Pet July 6 Ord July 6

DORING, CONRAD E, GUSTAV GERHARD DORING, and PAUL HEINRICH ELIMAR DORING, Billiter sq bldgs, Merchants High Court Pet May 18 Ord July 6

DORVELL, ALFRED JOHN, Kentish Town, Licensed Victualler High Court Pet May 26 Ord July 6

EVANS, HENRY, Derby, Rent Collector Derby Pet July 7 Ord July 7

FRANCE, CHARLES GEORGE, Hornsey, Hosier High Court Pet June 9 Ord July 6

INSHAW, JOHN G, Aston, Warwick, Paper Manufacturer Birmingham Pet May 18 Ord July 8

JEFFERY, HUGH, jun, Ventnor, I of W, Monumental Mason Newport Pet June 30 Ord July 8

JONES, WALTER, Lampeter, Cardigans, Greengrocer Carmarthen Pet July 6 Ord July 6

KAYES, WILLIAM, Harrow rd, Butcher High Court Pet July 7 Ord July 7

LAZARUS, LAWRENCE, Mile End rd, Cigar Merchant High Court Pet July 6 Ord July 6

LORD, JOHN, Rochdale, Steam Tenter Rochdale Pet July 7 Ord July 7

MARSDEN, JOHN WILLIAM, Leeds Leeds Pet July 7 Ord July 7

MARTIN, JAMES ALEXANDER, Guildford, Accountant Guildford Pet June 15 Ord July 7

MATTHEWS, HENRY EDWARDS, Sea View, I of W, Builder Newport Pet July 1 Ord July 8

MITCHELL, WILLIAM, Leasingham, Lincs, Farmer Boston Pet July 8 Ord July 8

MORRIS, JOHN WILLIAM, Radcliffe, Lancs, Mechanical Engineer Bolton Pet July 6 Ord July 6

MUSGRAVE, HENRY, Leeds, Cloth Manufacturer Leeds Pet July 5 Ord July 5

PRESTON, HERBERT SANSOME, Hampstead Heath High Court Pet Nov 19 Ord July 8

PRICE, WILLIAM, Sparkhill, Worcesters, Builder Birmingham Pet May 26 Ord July 4

RICHARDS, CHARLES THOMAS, Norton in the Moors, Staffs, Engine Fitter Hanley Pet July 6 Ord July 6

SANDERS, HARRY REED, Torquay, Baker Exeter Pet July 6 Ord July 6

SAXELBY, HERBERT, Ironmonger ln, Solicitor High Court Pet June 29 Ord July 8

STRADMAN, FRANK, Wandsworth rd, Draper High Court Pet May 5 Ord July 7

VAUGHAN, LEWIS EDWARD, Oswestry Wrexham Pet June 22 Ord July 8

WEBBER, PERCY, Torquay, Tailor Exeter Pet July 5 Ord July 5

WHARTON, JOHN THOMAS, Dronfield, Derby, Beerhouse Keeper Chesterfield Pet July 8 Ord July 8

WILLIAMS, CHARLES FREDERICK, Milford Haven, Pembroke, Grocer Pembroke Dock Pet July 5 Ord July 5

WILLIAMS, MESHACH, Caerphilly, Glam, Builder Pontypridd Pet July 8 Ord July 8

WILSON, DAVID MILLIGAN, Upper Edmonton, Physician Edmonton Pet July 6 Ord July 6

YATES, ELIZABETH, Leicester, Costumier Leicester Pet June 30 Ord July 7